



**MWR Life Essentials
Plan Terms & Conditions**

This Contract is not a contract of insurance.

The Terms & Conditions (“Terms”) for the Customer (“Member”) of Life Essentials Program (“Plan”) are entailed below. MWR Life (“Company”) is headquartered at 20801 Biscayne Blvd, Suite 308, Aventura, FL 33180. All Members of the Plan should read the terms of this Agreement carefully, and communicate any questions that arise to a service representative available by telephone Monday through Friday, from 9 a.m. to 5 p.m. ET at 888-536-1341.

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms the following definitions shall apply:

Service Providers The business entities which will provide the Services offered under the Plan. The Company has entered into a marketing relationship with the Service Providers to market and sell their respective Services through the Plan. The Service Providers will provide different Services to the Member as described in these Terms;

Activation Date The date on which the Plan is activated by the Company;

1.2 By becoming The Member of the Plan, the Member agrees and bounds himself or herself to these Terms.

1.3 The Company reserves the right to change, modify, alter and / or update these Terms at any time with or without prior notice. Any aspect of the Services may be changed, updated, supplemented or deleted or discontinued (temporarily or permanently) at the sole discretion of the Company.

2. SERVICES

2.1 The Plan provides the following Services of the different Service Providers to the Member.

- i. 24/7 Telemedicine
- ii. 24/7 Tech Support
- iii. 24/7 Roadside Assistance
- iv. 24/7 Identity Theft Protection
- v. Legal Access Plus
- vi. Financial Coaching
- vii. Tax Hotline
- viii. Worldwide Emergency Air Medical

2.2 The details of the Terms of Use of the above mentioned Services provided through the Plan are specified in Section 5 of these Terms.

2.3 To access the Services of the Plan, the Member must activate his/her Plan Membership by registering his/her personal information with the Company and paying the Membership Fee and monthly Plan Fee.

2.4 Each Service accessible through the Plan shall be provided by the Service Provider offering that particular Service. The Company is only a Marketing and Administrative Agent for each Service Provider, and provides administration services, including collection of monthly payments, to each Service Provider.

2.5 The Member will be able to access the Services by dialing the dedicated phone numbers, and the Company will appropriately direct the Member to the desired Service Provider.

3. DELIVERY OF SERVICES

3.1 The Member agrees that the Company is neither the owner nor the supplier of the Services that the Member may access through the Plan. The Member acknowledges that the Company is only acting as a Marketing and Administrative Agent for each Service Provider and that the contract for the purchase of each Service offered through the Program shall be between the Member and the Service Provider providing that particular Service.

- 3.2 The Member agrees that the Service Providers shall be solely and fully responsible and liable for the delivery and quality of any and all the Services provided by that Service Provider.

4. PAYMENT, RENEWAL, CANCELLATION AND REFUND POLICY

- 4.1 The membership of the Member will be activated within fifteen (15) Days from the time of paying the Membership Fee and first month's Plan Fee.
- 4.2 The Membership will renew monthly for a subsequent one (1) month Renewal Term. All services will cease upon non-renewal of the Plan.
- 4.3 The Company reserves the right, at its sole discretion, to modify the Membership Fee or the Monthly Fee at any time.
- 4.4 The Plan will be cancelled automatically in the event that The Member fails to make the payment for the Monthly Plan Fee on or before the Renewal Date. The Company reserves the right to cancel the Plan for any other reason it deems appropriate.
- 4.5 The Member shall have the option to cancel the Membership at any time by notifying the Company in writing or by email to support@mwrlife.com.
- 4.6 If the Plan is cancelled within first three (3) days of Activation, the Member shall be entitled to a refund.
- 4.7 The Member agrees that the Company shall not be liable to the Member or any third party for any action taken by the Company under this Clause and the resultant termination of the Member's use of or access to any Service provided through the Plan.

5. TERMS FOR THE USE OF THE SERVICES

The Member agrees that he/she shall be bound at all times by the Terms of Use for each Service offered under the Plan. The details of the Services provided and a summary of the Terms of Use for each Service are provided in the following clauses.

5.1 TELEMEDICINE (877-358-9631)

5.1.1 This Service is provided by Teladoc Physician Network LLC ("Teladoc"). Teladoc provides 24/7 access to U.S. Board-Certified Physicians to the Member and his/her family. The Member will be able speak to a Physician in minutes without requiring to fill out an application.

5.1.2 The Member will not have to bear any out of pocket cost per use.

5.1.3 The Member understands that video consultations are not available in all states and that high-speed internet and a web camera will be required to access video consultations.

5.1.4 Teladoc services are for the Member and his/her immediate family members that include:

- i. Informational Consultations: In order to answer the Member's questions regarding a medical problem or to provide general information regarding a range of routine medical conditions, Teladoc will connect the Member for an Informational Consultation via telephone or secure email with a network Medical doctor 24/7/365 (allow up to 5 minutes to be connected with the doctor by phone and up to 8 hours (but usually less than 1 hour) for email replies.
- ii. Diagnostic Consultations: In case the Member requires more than basic medical information, Teladoc will connect the Member for a Diagnostic Consultation via telephone or web video where available, with a network medical doctor 24/7/365 (allow up to 3 hours, but usually in less than one hour, to be connected with the doctor) who may review medical records, take medical history, discuss and evaluate symptoms, diagnose conditions, recommend treatment plans, and prescribe non-controlled medications when appropriate. Diagnostic Consultations will be available to The Member at no additional charge.
- iii. Electronic Medical Records: Teladoc will maintain a personal health profile of the member that will keep the records of Member's medical history, consultations, doctor's notes and follow-up discussions. The information submitted by the Member will be secure and confidential, and shall be available at any time. The Member will be able to share this record with his/her primary care physician.

5.1.5 The Member will be required to follow the below mentioned procedure in order to access Teladoc:

- i. Call 877-358-9631 to speak to one of Teladoc's member services representatives to get the Member's Teladoc login information and online Teladoc account setup.

- ii. Once the Member's account is set up and his/her health questionnaire is complete, he/she will be able to speak with a network Physician or and access the online health portal.

5.1.6 *Currently: Informational Consultations (for general medical information and advice) are available with Medical Doctors (M.D.s) in all states; Diagnostic Consultations (for evaluation, diagnosis, treatment and prescriptions if appropriate) are available with Medical Doctors (M.D.s) in all states except SC and OK. In OK, they are provided by Doctors of Osteopathy (D.O.s). Diagnostic Consultations are available with medical doctors in TX by telephone only. All consultation services are subject to the discretion of the consulting physician when applying clinical judgment and/or any imitations required by law. Not Available in the State of Washington.*

5.2 **IDENTITY THEFT AND RECOVERY (800-706-5749)**

5.2.1 The Member shall be entitled to unlimited access to Fraud Resolution Specialists, including a limited Power of Attorney to assist the Member in the recovery.

5.2.2 The Member will also be entitled for a 60-minute consultation with a network attorney in order to get assistance regarding any legal needs resulting from being a victim of Identity Theft. The Member shall also be entitled to a 25% discount on the normal fees and charges of the legal network attorney.

5.2.3 Emergency Response Kit – By making a Call to the Fraud Resolution Specialist will activate this benefit, which includes a 7 step Fraud Resolution Emergency Response™ and also includes assisting Members with reporting fraud to: Credit Bureaus, Creditors, & Authorities.

5.2.4 Member shall be entitled to a total of \$25,000 Expense Reimbursement Insurance Coverage by AIG Inc. The short description of the applicable insurance coverage policy is given below:

- i. Up to \$25,000 per policy period towards Expense Reimbursement.
- ii. \$500 per week for a maximum of 4 weeks to covers Lost Wages.
- iii. Deductible \$100 per policy period.

For the avoidance of doubt it is made clear here that the total benefits under this service shall not exceed \$25,000 in any case whatsoever. Member agrees and acknowledges that the Identity Theft insurance provided here is underwritten by subsidiaries or affiliates of AIG Inc. The description of the insurance coverage in the above clause is only a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. The Member must read and agree with the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

5.3 **ACCESS PLUS LEGAL (800-541-9701)**

5.3.1 LOCAL REFERRALS - Each member is entitled to one (1) initial 60-minute office or telephonic consultation on an unlimited number of separate legal matters per each separate issue, at no cost, with a network attorney. In the event that the member wishes to retain a participating attorney after the initial consultation, they will be provided with a preferred rate reduction of 25% from the attorney's normal hourly rate or fixed fee rate. Virtually all types of legal matters are eligible for these services.

5.3.2 24 HOUR EMERGENCY SERVICES – In the event of emergency members will have access to legal providers during afterhours and weekends. Typical matters include the Member being jailed or arrested. Members will be assisted with non-emergency issues next business day and during normal hours of operation.

5.3.3 WILL PREPARATION SERVICES– Members will get access to interactive Online Will Program that provides the Member resources to create his/her own will privately online. To build a Will the Member will need to select a Will Format and follow all prompts with complete instructions on proper signing and witnessing. The Member will be able to download and print. The online program is a “self-help” service and does not involve an attorney or legal advice.

5.3.4 MEDIATION – Each member is entitled to one (1) initial sixty-minute office or telephone consultation per separate legal matter at no cost with a network mediator. In the event that the member wishes to retain a participating mediator after the initial consultation, they will be provided with a preferred rate reduction of 25% from the mediator's normal hourly rate. Typical matters may include divorce & child custody, contractual & consumer disputes, real estate & landlord tenant, car accidents & insurance disputes, etc.

5.3.5 ADDITIONAL SERVICES - The following services will be available to members through participating network attorneys at the corresponding reduced fee:

- i. Defense of moving traffic violations - \$249
- ii. Assistance with a residential real estate closing (review & consultation of Title & lending documents) - \$299

- iii. The filing of an uncontested divorce - \$549
- iv. The filing of an uncontested adoption (resident state only) - \$499
- v. Preparation of Will with Simple Minor's Trust - \$199
- vi. The development and assistance with funding a Revocable Living Trust - \$549

5.4 **FINANCIAL COACHING (800-541-9701)**

5.4.1 This Service grants the Member and his/her eligible family members access to top rated financial professionals. Member shall be entitled to receive the following benefits:

- i. **FINANCIAL CONSULTATIONS** - Each member is entitled to no cost telephonic consultation with staff model financial counselors pertaining to financial matters such as credit counseling, debt and budgeting assistance, tax-planning, retirement and college planning questions. These services shall be provided by seasoned financial professionals and licensed CPAs. The Member agrees that the duration of telephone consultations shall be limited to thirty (30) minutes per issue.
- ii. **TAX PREPARATION AND CONSULTATION COMPONENT** – The Member will be entitled to receive a 30-minute income tax planning related consultation per year on each separate tax issue he/she encounters. After the 30-minute free consultation the Member can purchase the services of the CPA for preparation of all personal income tax documents at a preferred rate reduction of 25% from the CPA's normal fee.

5.5 **TAX HOTLINE (800-924-3091)**

5.5.1 The Member and his/her immediate family members receive unlimited, year round tax assistance from professionals, which include: Enrolled Agents, CPAs, Tax Experts and Former Tax Attorneys for personal or business tax needs. Tax Hotline professionals prepare corporate and/or personal tax returns for all 50 states and U.S. Territories with advice backed by a \$1 million liability policy.

5.5.2 Members can have access to expert tax advice conveniently and instantly by telephone through one-on-one consultations or/and can visit Tax Hotline's website to access further information such as; budget calculators, tax tips, law changes, and other useful educational tools.

5.5.3 The Member agrees that the Tax Hotline's products and services are not an insurance program. Thus Tax Hotline is not subject to insurance regulations and does not get involved in any type of investment questions. All services are educational, not directional. Tax Hotline will strictly and fully explain the ramifications and reasons why one may be experiencing taxation stress and describe possible outcomes. As The Member, your benefits include:

- i. Year-round, Unlimited Access to Tax Professionals
- ii. Free review of last year's tax return
- iii. Research on complex tax issues
- iv. \$50 State/\$50 Federal Tax Returns
- v. \$60/Hour Corporate and Complex Tax Returns
- vi. Advice regarding IRS Audits and Notifications
- vii. Tax Tips for personal and small business owners (Sole Proprietors)
- viii. Explanation of Tax Law Changes

5.6 **ROADSIDE ASSISTANCE (888-650-5286)**

5.6.1 The Member will be able to access the emergency roadside assistance by making a toll-free phone call.

5.6.2 The Member will receive the 24 hours a day and 7 days a week assistance, in a variety of cases including a flat tire, dead battery or locking up of keys in the car, in whole of United States, Canada, or Mexico. It is important to state here that Dispatch Service is not available in Mexico and currently there is only reimbursement.

5.6.3 The Member will also have access to additional benefits such as bail bonds, stolen vehicle reward, and reimbursement of attorney fees. To provide these benefits and services to the Members, MWR Life has partnered with National Motor Club (NMC), a premier provider of emergency roadside assistance and other travel-related services since 1956. This valuable program included with your MWR Life membership provides coverage up to \$100 per event if your vehicle becomes disabled and services are performed by a commercial garage, locksmith, or tow provider. The Member will be able to enjoy "sign & go" (no payment required) service, or use the service provider of his/her choice and submit the receipt for reimbursement.

5.6.4 Emergency Roadside Assistance services include Towing, Battery Jump Start, Lockout Services, Winching, Emergency Fuel Delivery, and Tire Change.

5.6.5 This program covers automobiles, single rear axle trucks, trailers (tire change only), and even motorcycles. The benefits available to the Members include:

- i. Towing
- ii. Bail Bonds. Up to a \$25,000 bond to release the Member when he/she is driving a vehicle and charged with a moving traffic law violation including speeding, negligent homicide, or manslaughter
- iii. Stolen Vehicle Reward. Provides a \$5,000 reward payable to the law enforcement agency or person responsible for information leading to the arrest and conviction of the thief when the Member's vehicle is stolen.
- iv. Attorney's Fee Reimbursement: Member will be reimbursed for expenses incurred to retain the attorney of his/her choice up to:
 - a) \$200 for a speeding charge or other moving traffic law violations
 - b) \$500 for filing to collect for injuries received in a multi-vehicle accident or damages when your vehicle is damaged by another vehicle
 - c) \$2,000 for charges of negligent homicide or manslaughter

5.6.6 In order to access Emergency Roadside service, the Member will be required to call 888-650-5286.

5.6.7 The service does not provide coverage for the cost of a tire, battery, parts, gasoline or service while at an auto repair shop or service station, or towing to another location. Dirt bikes, ATVs, UTVs and Commercial vehicles are excluded from the Program Services. Benefits may vary by state and certain limitations and exclusions shall apply.

5.7 **24/7 TECH SUPPORT (888-384-7935)**

The Member shall be entitled to receive the following benefits under this Service:

- i. 24/7 Remote Technical Support – The Members shall have access to experienced and qualified technicians 24 hours a day and 7 days a week to instantly resolve the technical issue remotely. Technicians will utilize cutting edge technology to troubleshoot, resolve and fix your computer related issues over the internet. The technicians will connect to the Member's computer using a secure encrypted connection. The Member will have the option to disconnect the technician at any time. Once a support session is terminated, technicians will not be able to connect with the Member's computer again without his/her prior permission.
- ii. Onsite Support – The Member will have access to over 14,000 trained, licensed and certified technicians that can be dispatched to the Member's home or office as soon as the same business day. The Member will get a discount of up to 60% off retail price. The onsite support covers more than basic computer issues including Data Recovery, Wireless Network Installation, New Computer Installation, Memory Upgrade Installation, HD TV Installation, Broadband Repair or Install, System Tune Up, Printer Service, Spyware Removal.
- iii. The Member will get one free copy of Antivirus Software per membership. The Total Security will protect you from viruses, trojans, spyware and other malicious software.
- iv. Best Practices Assessment: The Member will also be entitled to receive online analysis of his/her computing environment and recommendation to improve performance and security.

5.8 **FOR EMERGENCY AIR MEDICAL (410-453-6330)**

5.8.1 This Service is provided by United Healthcare Global. The Member will receive the following MEDICAL EVACUATION & REPATRIATION SERVICES: services in case he / she suffer an injury or a sudden and unexpected illness:

- i. EMERGENCY MEDICAL EVACUATION: If the Member sustains an Injury or suffers a sudden and unexpected illness, and adequate medical treatment is not available in his/her current location, the Service Provider will arrange and pay for a medically supervised evacuation to the nearest medical facility that the Service Provider determines to be capable of providing appropriate medical treatment. The Member's medical condition and situation must be such that, in the professional opinion of the health care provider and United Healthcare Global, the Member shall require immediate emergency medical treatment, without which there would be a significant risk of death or serious impairment.
- ii. TRANSPORTATION TO JOIN A HOSPITALIZED PARTICIPANT: In case the Member is traveling alone and is or will be hospitalized for more than seven consecutive days due to a covered Illness or Injury, the

Service Provider will coordinate and pay for economy round-trip airfare for a person of the Member's choice to join him/her.

- iii. RETURN OF DEPENDENT CHILDREN: If the Member's Dependent child(ren) age 18 or under are present but left unattended as a result of the Member's Injury or Illness, the Service Provider will coordinate and pay for one-way economy airfare to send them back to the Member's Home Country. Service Provider will also arrange and pay for the services and transportation expenses of a qualified escort, if required and as determined by United Healthcare Global.
- iv. TRANSPORTATION AFTER STABILIZATION: Following stabilization of the Member's condition and discharge from the hospital, United Healthcare Global will coordinate and pay for transportation to the Member's point of origin. Alternatively, United Healthcare Global will coordinate and pay for transportation to Member's Home Country if United Healthcare Global determines, at its sole discretion that the Member should return for continuing medical care. United Healthcare Global will also arrange and pay for a change to Member's existing return travel arrangements if the change is required as a direct result of the Member's medical condition or treatment. All travel arrangements will be as necessitated by the Member's medical condition as determined by the physician treating the Member and United Healthcare Global. **Member agrees that all such arrangements shall be receivable only if they are coordinated and approved in advance by United Healthcare Global.**
- v. Repatriation of Mortal Remains: If the Member sustain an Injury or suffer a sudden and unexpected Illness that results in the Member's death, United Healthcare Global will assist in obtaining the necessary clearances for the Member's cremation or the return of the Member's mortal remains. United Healthcare Global will coordinate and pay for the expenses of the preparation and transportation of the Member's mortal remains to the Member's Home Country.

5.8.2 PROGRAM DEFINITIONS: The following definitions apply:

- i. "We," "Us," and "Our" means the United Healthcare Global.
- ii. "Participant" means a person validly enrolled for a United Healthcare Global program and for whom we have received the appropriate enrollment fee.
- iii. "You" and "Your" means the Participant.
- iv. "Dependent" means the Participant's legal spouse; the Participant's unmarried children from birth and under age 19, or under age 23 if enrolled as a full-time student in an accredited college, university, vocational or technical school; and children whose support is required by a court decree. Children include natural children, stepchildren and legally adopted children. They must be primarily dependent on the Participant for support and maintenance and must live in a parent-child relationship with the Participant. A spouse or child who is included under this program as a Participant will not be eligible as a Dependent.
- v. "Enrollment Period" means the period of time for which the Participant is validly enrolled for his/her United Healthcare Global program and for which United Healthcare Global has received the appropriate enrollment fee.
- vi. "Expatriate" means individual traveler whose trips exceed 90 consecutive days or whose travel exceeds 180 days in a 12-month period.
- vii. "United Healthcare Global Physician Advisors" mean physicians, retained by United Healthcare Global to provide Us with consultative and advisory services, including the review and analysis of the quality of medical care You are receiving.
- viii. "Home Country" means the country as shown on Your passport or the country where You have Your permanent residence.
- ix. "Host Country" means a country or territory You are visiting or in which You are living which is not Your Home Country.
- x. "Injury" means an identifiable accidental injury caused by a sudden, unexpected, unusual, specific event that occurs during Your Enrollment Period.
- xi. "Illness" means a sudden and unexpected sickness that manifests itself during Your Enrollment Period.
- i. "Natural Disaster" means an event occurring directly from natural cause, including but not limited to, earthquake, flood, storm (wind, rain, snow, sleet, hail, lightning, dust or sand), tsunami, volcanic eruption, wildfire or other similar event that results in such severe and widespread damage that the area of damage is officially declared a disaster area by the government of the Home or Host Country.

5.8.3 CONDITIONS AND LIMITATIONS:

- ii. The services described above shall be available to the Member only during the Member's Enrollment Period and only when the Member is outside his / her Home Country or 100 or more miles away from his / her permanent residence in the Member's Home Country.
- iii. In case the Member is an Expatriate, the Member will be eligible the services regardless of distance from his / her expatriate residence while outside of his / her Home Country.
- iv. **United Healthcare Global will only cover the transportation costs under the Medical Evacuation and Repatriation Services only if United Healthcare Global has given its prior approval or if those services are coordinated by United Healthcare Global.**
- v. United Healthcare Global shall have sole discretion in making the determination as to whether it will cover the cost of Emergency Medical Evacuations. United Healthcare Global decision will be based on medical considerations, including the opinions of the treating physicians, United Healthcare Global Physician Advisors and medical director of United Healthcare Global with respect to the Member's condition and ability to travel. United Healthcare Global will determine the appropriate method, destination, and timing of any evacuation. The destination will be the nearest facility capable of providing appropriate care, as determined by United Healthcare Global.
- vi. United Healthcare Global shall have the sole discretion in making the coverage determination for the Member's Transportation after Stabilization. United Healthcare Global determination will be based on the Member's need for continuing medical care. United Healthcare Global will not return the Member to his/her Home Country for the sole sake of Member's convenience. In the event United Healthcare Global is arranging transportation by commercial air under the Medical Evacuation and Repatriation Services, and the Member hold an original return airline ticket, United Healthcare Global may use that ticket and shall only be responsible for any applicable change fees.
- vii. United Healthcare Global shall only direct-pay any transportation costs under the Medical Evacuation and Repatriation Services to the transportation providers if approved by United Healthcare Global in advance.
- viii. United Healthcare Global shall not be responsible for the availability, quality, results of, or failure to provide any medical, legal or other care or service caused by conditions beyond its control. This includes Member's failure to obtain care or service or where the rendering of such care or service, including paid Medical Evacuations from Cuba, is prohibited by U.S. law, local laws, or regulatory agencies.
- ix. The Member's legal representative shall have the right to act for the Member and on Member's behalf if the Member is incapacitated or deceased.
- x. United Healthcare Global shall not be responsible for any costs or expenses arising from:
 - a) Hospital or medical expenses of any kind or nature unless those expenses are part of the Emergency Medical Evacuation or Transportation After Stabilization.
 - b) Member's traveling against the advice of a physician or traveling for the purpose of obtaining medical treatment.
 - c) Suicide, attempted suicide, or willful self-inflicted injury.
 - d) Taking part in military or police service operations.
 - e) The commission of, or attempt to commit, an unlawful act.
 - f) Initial transportation to local facilities, including ground ambulance fees
 - g) Injury or Illness caused by, resulting from, or contributed to by use of drugs or alcohol.
 - h) Pregnancies except in the case of a major, vital complication during the first two trimesters of pregnancy which presents a clear and significant risk of death or imminent serious injury or harm to the mother or fetus.
 - i) Mountaineering or rock climbing necessitating the use of guides or ropes, spelunking, skydiving, parachuting, ballooning, hang gliding, deep sea diving utilizing hard helmet with air hose attachment, racing of any kind other than on foot, bungee jumping, operating a vehicle when not properly licensed, or participating in professional sports unless otherwise agreed in writing by Us prior to Your Enrollment Period.
 - j) Medical Evacuation assistance directly or indirectly related to a Natural Disaster that precedes the Member's arrival.

- k) Psychiatric, psychological, or emotional disorders
- l) Incidental expenses, including but not limited to accommodations, local transportation, meals, telephone, and facsimile charges.
- m) Subsequent evacuations for the same or related medical condition, regardless of location per annual term.
- n) Failure to properly procure or maintain immigration, work, residence or similar type visas, permits, or documents.
- o) The actual or threatened use or release of any nuclear, chemical or biological weapon or device, or exposure to nuclear reaction or radiation, regardless of contributory cause.

5.8.4 REIMBURSEMENT TO UNITEDHEALTHCARE GLOBAL AND RIGHTS OF SUBROGATION

- i. The Member or a responsible party on behalf of the Member shall either pay the cost of medical care and treatment, including hospital expenses, directly or shall reimburse United Healthcare Global upon demand for all such costs and expenses which may be imposed upon United Healthcare Global by health care providers for the cost of medical care and treatment, including hospital expenses, or related assistance services either authorized by the Member or deemed to be advisable and necessary by United Healthcare Global under urgent medical circumstances, to the extent that such expenses are not United Healthcare Global responsibility. Such reimbursement shall be without regard to the specific terms, conditions, or limitations of any insurance policies or benefits available to the Member.
- ii. United Healthcare Global shall be fully and completely subrogated to the Member's rights against parties who may be liable for the payment of, or a contribution toward the payment of, the costs and expenses of assistance services provided by United Healthcare Global or medical care and treatment, including hospital expenses, in the event that United Healthcare Global pay or contribute to the payment of them. The Member shall assign to United Healthcare Global any and all rights of recovery under any such insurance plans, including any occupational benefit plan, health insurance, or other insurance plan or public assistance program, up to the sum of any payments by United Healthcare Global.

6. INDEMNITY AND LIMITATION OF LIABILITY

- 6.1 The Member agrees to indemnify and hold harmless the Company, its employees, officers, owners and agents against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Company by any third party due to or arising out of any breach by any Member or Service Provider of the Plan. Under no circumstances shall the Company be liable for direct, indirect, consequential, or incidental damage.
- 6.2 The Company, its affiliates or licensors, directors, employees, or its third-party partners shall not be liable to the Member whether in contract, tort or otherwise at law, for any incidental, direct or indirect, punitive or consequential loss or damage whatsoever, and/or loss of profits, revenue, goodwill business opportunity or damages arising out of or in connection with; 1) Access to the Services provided through the Plan, including inaccuracy, non-delivery or availability of the Services, 2) Third Party Transactions resulting from the access of the Services through the Plan, or 3) Dealings with the Service Providers.

7. DISCLAIMER OF WARRANTIES

- 7.1 The Services provided by the Service Providers are provided on an "as is" basis. The Company, its affiliates and licensors make no representations or warranties about the accuracy, completeness, security or timeliness of the services, content or information provided on or through the Plan.
- 7.2 The Company shall not be liable if for any reason the Services provided by the Service Providers are unavailable at any time or for any period.
- 7.3 The Company disclaims all warranties whether express, or implied, statutory or otherwise, including but not limited to the implied warranties arising from the course of dealing or usage of the Plan and any obligation, liability, or remedy in tort, whether or not arising from the negligence of the Company.