

**COVAC GLOBAL MEMBER SERVICES AGREEMENT AND TERMS OF SERVICE**

**IMPORTANT – BY PURCHASING AND/OR USING YOUR COVAC GLOBAL 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.**

**ALL COVAC GLOBAL MEMBERSHIP WILL BE SUBJECT TO A 14 DAY ACTIVATION HOLD PERIOD FROM TIME OF PURCHASE TO THE TIME OF ACTIVATION**

**MINIMUM AGE REQUIREMENT OF 21 YEARS OLD FOR INDIVIDUAL MEMBERSHIP – No Age Requirement for Family Membership dependents**

This Member Services Agreement ("**Agreement**") is a legal agreement between Member and COVAC GLOBAL LLC, ("**Company**"). Company reserves the right, in its sole discretion, to reject any application for Covac Global 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.

"COVID-19 Related Medical Transport Services" – The transport of a Traveling Member by ground, air, or sea to their Home City once a confirmed diagnosis of COVID-19 occurs.

"Foreign Country" – Any country other than the Member's Home Country.

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

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

"Home City" – The city in which the Member's Home Address is located.

"Home Country" – The country in which the Member's Home Address is located.

"Located Country" – The country in which the Member is located outside of their Home Country.

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

"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.

"Traveling" – When a Member is located outside of their home country (country of record). This excludes those deemed Expats.

"Expats" – Individuals residing outside of their home country for more than 30 days.

"Triggers" – An event or circumstance that must be verified to have occurred prior to indemnified services to be rendered.

**2. Services.**

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

**2.1 Travel Services.** The following services are available to Members when they are Traveling:

**2.1.1 COVID-19 & Pandemic Information Services.** To the extent permitted by law, Company will provide Traveling Member with health information services by telephone, email, fax transmission, or other appropriate modes of communication, in Company's sole discretion, at the request of any Traveling Member. The health information services do not establish diagnosis, treatment or a physician-patient relationship. All information shall be focused on COVID-19 and other pandemic topics.

**2.1.2 COVID-19 Related Transport Services.** To the extent permitted by law and subject to the conditions, exclusions, and limitations of this Section 2.3, in the event a Traveling Member is diagnosed with COVID-19, Company will provide, arrange, and pay all necessary and ordinary expenses for: (i) transport from current location (Location Country) to designated airport for evacuation; and/or (ii) air transport via medically equipped air ambulance or other charter operated aircraft to Member's Home City, ("**COVID-19 Related Medical Transport Services**"). IN ORDER TO QUALIFY FOR COVID-19 RELATED MEDICAL TRANSPORT SERVICES, THE TRAVELING MEMBER OR THEIR DESIGNATED REPRESENTATIVE MUST CONTACT COMPANY AT THE TIME OF COVID-19 SYMPTOMS AND CONFIRMED DIAGNOSIS. COMPANY SHALL NOT BE OBLIGATED UNDER ANY CIRCUMSTANCES TO REIMBURSE A MEMBER OR PAY ANY THIRD-PARTY SERVICE PROVIDER FOR ANY TRANSPORT COSTS WHICH HAVE BEEN ARRANGED BY THE MEMBER OR ON BEHALF OF THE MEMBER BY ANY THIRD PARTY.

**a.** Company reserves the right to determine, in its sole discretion (i) whether a Traveling Member's COVID-19 test has been properly and accurately administered by a licensed medical professional (ii) That the Traveling Member exhibits a set of symptoms consistent with the published CDC list of Covid-19 symptoms;(iii) the mode of transport. Company shall not be under any obligation to provide more than one (1) such transports to any Member in any twelve (12) month period. Company shall not be under any obligation to provide COVID-19 Related Medical Transport Services if, in Company's sole discretion: (iv) the Traveling Member is not reasonably accessible and cannot be transported safely or is located in a region that is not safely accessible.; (v) the Traveling Member has been found to be participating in any medical work while outside of Home Country.; (vi) The Traveling Member has been diagnosed with COVID-19 prior to travel.; (vii) The Traveling Member has traveled to a country or city that has been issued stay at home orders prior to Traveling Member's departure from Home Country.; (viii) airspace or borders of the county the Traveling Member is located have been closed.; (ix) The Traveling Member was on a cruise ship at any time during their travel.; (x) The traveling Member is not medically fit to be transported via aircraft.; (xi) The Traveling Member does not possess the necessary and/or required documentation, visa and/or passport to exit the country of their current location (Location Country) or enter their Home Country.

**2.1.3 Limitations & Exclusions**

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Covac Global (CG) shall not be under any obligation to provide Services to Traveling Member if CG determines, in its sole discretion, any of the following factors exist:

- i. The Traveling Member was on a cruise ship at any time during travel;
- ii. Covac Global coverage was purchased after travel or while the Traveling Member was outside of their Home Country;
- iii. The Traveling Member engaged in travel with the sole purpose of attending a high population event such as, but not limited to, a sporting event or concert;
- iv. Traveling Member travelled to and is currently located in a country (Located Country) that has issued (i) an official stay at home order, (ii) a local or nation-wide mandate allowing only authorized or essential workers to conduct business prior to Traveling Members arrival in Located Country;
- v. Traveling Member travelled to and is currently located in a country (Located Country) that has closed its airspace and/or borders (to include land ports, seaports and airports or embarkation disembarkation);
- vi. Home Country has closed its airspace and/or borders at time of travel or while traveling (to include land ports, seaports and airports or embarkation disembarkation);
- vii. CG is not responsible for any hospital fees, covid-19 testing fees, travel, lodging (including for self- isolation purposes) or any other medical fees other than what is stated in with regards to **COVID-19 Related Transport Services** section.
- viii. Covac Global will not transport the mortal remains of a member.

**2.1.4 COVID-19 Related Medical Transport Services Triggers**

Covac Global (CG) shall not be under any obligation to provide Services to Traveling Member if the following Triggers are not met;

- i. A COVID-19 test must be administered in the Located Country by a recognized and/or licensed medical professional and/or institution;
- ii. Traveling Member must exhibit a set of symptoms consistent with the published CDC list of Covid-19 symptoms to include but not limited to:
  - 1. Fever or Chills
  - 2. Cough
  - 3. Shortness of breath or difficulty breathing
  - 4. Fatigue
  - 5. Muscle or body aches
  - 6. Headache
  - 7. New loss of taste or smell
  - 8. Sore throat
  - 9. Congestion or runny nose
  - 10. Nausea or vomiting
  - 11. Diarrhea
- iii. Above mentioned test must result in a positive test result (confirmed case of COVID-19)
- iv. Traveling Member must be medically fit and clear for air, sea or land evacuation by CG medical staff and medical staff of Company Contractor;
- v. Traveling Member must possess the valid documentations to enter Home Country and depart Location Country to include passport, visa, residency card or other required documentation;
- vi. Single trip cannot last more than 14 days. If trip last longer that 14 days Traveling Member will be considered an Expat.
- vii. Covac Global does not cover any other medical condition other than a verified positive COVID-19 diagnosis.

**2.1.5 Membership Activation and Hold Period**

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

- a. Medical and Testing Locator Services.** Provide a Traveling Member with names, addresses and telephone numbers for local hospitals, clinics, medical practitioners and/or physicians for the sole purpose of being tested for COVID-19.
- b. Telephonic Interpretation Services.** Arrange for and/or provide telephonic translation services for a Traveling Member. If a Traveling Member requires the presence of an interpreter or other customized services, such services will be at the Member's sole expense.
- c. Emergency Message Relay.** Relay emergency messages to a Traveling Member's family. Company shall use means reasonably available to ensure transmission of such messages.
- d. Fee for Service Security Risk Services.** CG will arrange for various security risk services on a fee-for-service basis to the Traveling Member. Such services include; executive protection, ground logistics, non-indemnified charter aviation and other risk and crisis services that are reasonable and commercially available.

**2.1.7 Services Maximum.** The aggregate maximum cost to Company for the Travel services provided pursuant to this Agreement shall be limited to US\$250,000 per membership (individual or family) in any 12-month period. The maximum cost to Company for COVID-19 Related Medical Transport Services pursuant to Section 2.1.2 shall be US\$250,000

**2.2 Requests for Services.** Members shall be required to reimburse Company for any services, including Medical Transport Services or COVID-19 Related Medical Transport Services, requested by the Member or their Designated Representative that do not qualify under the terms and conditions for such services under this Agreement. At the discretion of Company, Company may require that the Member guarantee payment by credit card or other means acceptable to Company before such services are provided, and Company shall be under no obligation to provide such services should guarantee or payment not be executed.

**2.3 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, testing expenses, transport or any services not arranged and provided by Company. Any such expenses shall be the sole responsibility of the Member. Member acknowledges and agrees that this Agreement relates only to the rendering of services and the provision of certain related products as specified herein. This Agreement is not, nor shall it be deemed or construed as, a policy of insurance of any kind or nature.

**3. Payment.** All membership fees are due and payable on or before the commencement of the membership. All other fees, including but not limited to Security Risk Services, are due prior to or at the time services are rendered.

**4. Refunds.** Company shall permit refunds at its sole discretion.

**5. Limitation of Liability.** IN NO EVENT SHALL COMPANY, PROVIDER, COMPANY CONTRACTORS OR THEIR RESPECTIVE OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, SHAREHOLDERS, AGENTS, LEGAL COUNSEL, ACCOUNTANTS OR GUARANTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER AS A RESULT OF ANY ACTION OR OMISSION BY COMPANY, PROVIDER OR ANY COMPANY CONTRACTOR, 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.

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

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

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

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

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

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

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

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

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

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

**b. Arbitration Procedures.** Member must first present any claim or dispute to Company by contacting Company to allow an opportunity to resolve the dispute through good faith discussions. Member may request arbitration if Member's claim or dispute cannot be resolved within 90 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 West Palm Beach, FL, USA, and will be conducted in the English language. Claims will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither Member, nor Company nor the arbitrator may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

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

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

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

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

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

END OF AGREEMENT