



My911™

My911 Inc: Personal Safety and Rescue Service Plan

Member Services Agreement for NON TRIAL ACCOUNTS

Welcome to My911. We are pleased that you have become a member of this unique plan that we provide as part of your subscription. These benefits protect you in a wide range of circumstances.

Benefits Summary

1. Cost of Medical Transportation or Field Rescue up to US\$30,000
2. Cost of Search and Rescue up to US\$30,000
3. Reward Money – up to US\$10,000

The maximum benefits payable in any one period of annual membership is US\$40,000.

Upgrade Summary - Optional

1. Cost of Medical Transportation or Field Rescue up to US\$50,000
2. Cost of Search and Rescue up to US\$50,000
3. Reward Money – up to US\$10,000

The maximum benefits payable in any one period of annual membership is US\$60,000

IMPORTANT – Please read and understand this document especially the conditions, exclusions and limitations.

This Member Services Agreement (this “Agreement”) is a legal agreement between you (an individual) and My911 Inc. (“My911”). My911 reserves the right to reject any application for membership at its sole discretion, in which case this agreement shall be null and void.

By clicking on the button that states “**I agree to become a member of the My911 Personal Safety and Rescue Service (details here)**”, you acknowledge that you have read this agreement and agree to be bound by its terms and conditions.

1. Definitions.

“**Medical Transportation or Field Rescue**” – The cost of transport of the Travelling Member by ground, air, or sea to a hospital, clinic or other medical facility capable of providing care to a Travelling Member in need of in-patient hospitalization.

“**Search and Rescue**” – The cost of search and rescue if the national or local emergency services are not available, or curtail their efforts to find the member subject to the criteria mentioned in **Section 2.1 Benefit 2**.

“**Reward**”- The payment of reward money following the unlawful disappearance, kidnap or abduction of the member.

“**My911 Contractor**” – Any My911 contractor, sub-contractor, or other outsourced provider that provides products or services in relation to this Agreement.

“Home Address” – Shall be the address registered with My911 at the time of registration. It is the duty of the member to advise My911 of any change during the period of their membership.

“Usual Place of Business” – The usual place of work attended by the member in the course of their full time employment in pursuit of their work, business or profession.

“Hospitalized” – Admission to a medical facility on a continuous, in-patient basis, if the member is suffering from an injury as a result of a motor accident which, in My911’s sole discretion, is sufficiently serious to warrant in-patient hospitalization, OR as a result of injury or illness suffered as a result of being reported missing, kidnapped or abducted.

“Member” –The individual named in the registration or the registered nominated beneficiary if a minor, and the events meet the criteria established in **Sections 2.1 Benefit 1; 2.1 Benefit 2 and 2.1 Benefit 3** of this agreement.

“Minor” – a person under the age of 18 years and living with their parents or guardian or under 21 years of age if a full time student.

“Period” – The number of months chosen at the date of Registration for Membership.

“Travelling Member” – A My911 member who is travelling more than 50 miles from home in respect of **Section 2.1 Benefit 1.**

“Geographical Limits” The membership benefits provided by this plan are restricted to incidents occurring in the United States of America (USA) and Canada and any medical transportation is only available within and restricted to these Geographical location and all members must be resident in the USA or Canada at the date of registration.

2. Your Member Services Agreement.

If a member experiences an emergency provided for under the plan benefits including, but not limited to:

A motor accident or requirement for Field Rescue more than 50 miles from the address registered with My911

Or

Requirement for Search and Rescue

THE MEMBER SHOULD CALL **911**,

AND TO QUALIFY FOR My911 SERVICES, THE TRAVELLING MEMBER MUST CONTACT My911 AT THE TIME OF THE EVENT WHEN REQUIRING HOSPITALIZATION, FIELD RESCUE OR SEARCH AND RESCUE USING THE INFORMATION BELOW:

Telephone: USA.800.699.1121 EXT 6
Email: membershipclaims@my-911.com
Post: M911 Membership Benefits
PO BOX10939, North Alpine Highway.
PMB114 UT84003

2.1 Membership Benefits

2.1 Benefit 1 Medical transportation or field rescue

In the event of a member requiring hospitalization following an accident caused by or involving a motor vehicle or motorcycle more than 50 miles from the address registered with My911.

A) The costs incurred in providing air and/or surface transport to the hospital of the member’s choosing near the member’s home OR to another medical facility if the facilities in the place where the member is hospitalized cannot meet the member’s medical needs or cannot provide the specialist treatment required
OR

B) In a remote area with no reasonable access to suitable medical facilities, the cost of providing transport by ground, air or sea to a hospital, clinic or other medical facility capable of providing the in-patient hospitalization required.

No claim can be made under both A) and B) of Benefit 1 arising from the same incident.

2.1 Benefit 2 Search and Rescue

The cost of necessary search and rescue operations (including the use of helicopters) for up to 72 hours from the time of a call for assistance following a member or their nominated beneficiary being reported missing, kidnapped or abducted including the cost of private search and rescue operations within the 72 hour limit if national or local emergency services are not available or curtail their efforts.

2.1 Benefit 3 Reward Money

The cost of a reward for information that leads directly to a successful arrest and prosecution following the unlawful disappearance, kidnap or abduction of a member or their nominated beneficiary.

2.1 Benefit Exclusions and Limitations applying to Benefits 1, Benefits 2 and Benefits 3:

No benefits will be paid in the following circumstances:

- a) Deliberately misleading, spurious, obstructive or malicious incidents.
- b) In respect of **2.1 Benefit 1** - Any incident which takes place at the member's home address registered with My911 or within 50 miles of this address, or at the member's usual place of business.
- c) In respect of **2.1 Benefit 2** - Search and Rescue operations exceeding 72 hours.
- d) Incidents occurring whilst the member is pursuing their normal business or profession. Unless the optional Membership upgrade has been purchased.
- e) In respect of Section **2.1 Benefit 2** - Where the police or appropriate authority consider action inappropriate or unnecessary unless specifically agreed with the My911 Command Centre.
- f) Where a medical facility refuses to accept or treat the member.
- g) In the case of death of a member, My911 will not be responsible for the cost of transportation of the deceased.
- h) My911 will cover the cost of search and rescue operations, but cannot accept liability for failed rescues.
- i) If the member has a policy of insurance covering any of the membership benefits provided, that insurance policy will take precedence and this plan will only contribute once the benefits under such insurance policy have been exhausted.

General Conditions

2.3 In respect of **Section 2.1 Benefit 1** - My911 reserves the right to determine, in its sole discretion (1) whether a Travelling Member's condition is sufficiently serious to warrant transport services, and (2) the mode of transport. My911 shall not be under any obligation to provide more than the cost of one (1) such transport to any Member during the period of membership. My911 shall not be under any obligation to provide transport services or the cost thereof, to a Travelling Member if, in My911's sole discretion:

- (a) the Travelling Member is located in a region that is not safely accessible a My911 contractor;
- (b) the Travelling Member has a contagious infectious disease;
- (c) the Travelling Member's condition is self-inflicted or is a result of suicide or attempted suicide;
- (d) the Travelling Member has committed a criminal act;
- (e) the Travelling Member's condition occurred while or resulted from serving as an armed or unarmed combatant or in a security role during an act of declared or undeclared war, invasion, armed conflict, police action, or civil disorder;
- (f) the Travelling Member is in her third trimester of pregnancy and pregnancy is the only reason for hospitalization;
- (g) the Travelling Member is hospitalized due to the use of drugs or intoxicants (unless prescribed by a physician);
- (h) the Travelling Member cannot be transported safely;
- (i) the Travelling Member has been exposed to chemical, biological, nuclear reaction or radioactive contamination;

OR

(j) In respect of **Section 2.1 Benefit 1 only**; any hospitalization caused by sickness or illness, including pre-existing conditions or for mild lesions, sprains, bruising or simple fractures which can be treated by a local doctor and which does not prevent the member continuing their trip or returning home.

2.4 Limit of Membership Benefits. The aggregate maximum cost to My911 of the services provided pursuant to this Agreement shall be limited to \$40,000 per Member during the Period of Membership. The maximum cost to My911 for medical transport services pursuant to **Section 2.1 Benefit 1** and **2.1 Benefit 2** shall be \$30,000. The maximum cost to My911 for services pursuant to **Section 2.1 Benefit 3** shall be \$10,000.

Increased Membership Benefits. In the event that the member has chosen the Optional Upgrade to their membership benefits, and is paying the additional monthly Membership Fee, (or has paid the extra Membership Fee for the period of their membership);

The aggregate maximum cost to My911 of the services provided pursuant to this Agreement shall be limited to \$60,000 per Member during the Period of Membership. The maximum cost to My911 for medical transport services pursuant to **Section 2.1 Benefit 1** and **2.1 Benefit 2** shall be \$50,000. The maximum cost to My911 for services pursuant to **Section 2.1 Benefit 3** shall be \$10,000.

The exclusion of membership whilst involved in your business or profession under **Section 2.1 Benefit 1** is deleted.

2.5 My911 Obligation. My911 shall only be obligated to pay for services which are authorized by My911 and its contractors. **The final selection and payment for any such services not arranged by, or agreed in advance with, or provided by My911, shall be the sole responsibility of the Travelling Member and/or client. My911 shall not be obligated to provide reimbursement for evacuation services not authorized by My911.**

3. Payment. Your contract with My911 is payable monthly (or at such other frequency as offered by My911 and accepted by you at the date of registration) for the period you have chosen and your Membership fees are included within this subscription. In the event of default no benefit will be payable under this plan.

3a) If you have chosen the Increased Membership Benefit option at the date of registration, you will pay an additional amount per month (or for the period chosen, if you do not pay monthly) for your Increased Membership Benefits.

4. Period. The Period (the "Period") of this Agreement shall be as chosen by you at the date of registration.

5. Informed Consent and Authorization to Share information. The Member authorizes the release to, or from, My911 and any My911 Contractor of any and all confidential Member information, including, but not limited to, financial information, patient medical records, histories, examinations and tests, medical images including photographs, x-rays or other images, output data from medical devices and sound and video files for the sole purpose of administration of Membership Benefits.

6. Transport and Treatment Consent. The Member gives consent for the transportation and treatment of a Member by My911 and/or My911 Contractors. The Member understands that medical care, including emergency care, may be initiated during transport by My911 and/or My911 Contractors. Should such care become necessary in the professional judgment of My911 and/or the My911 Contractors. The Member consents to the provisions of such medical care and treatment should such care become necessary. The Member understands the benefits and risks associated with such transport, care and treatment, and hereby consents thereto.

7. Designated Representative. In the event that The Member is unable to make decisions, My911 or My911 Contractors will attempt to contact the Member's Primary Designated Representative, as set forth below, for purposes of making decisions on behalf of a Member in regards to any items or services set forth in this Agreement. The Primary Designated Representative is the person or persons identified to My911 by the Member during registration or after, as the primary person who will be making decisions on behalf of the Member in the event the Member becomes incapacitated.

8. General Exclusions. My911 shall not be under any obligation to provide any services not explicitly set forth herein, including, but not limited to any hospital or medical expenses of any kind or nature.

9. Force Majeure. My911 shall not be liable for failure to provide or delay of services resulting from acts of God or other causes beyond My911's control.

10. Limitation of Liability. In no event shall My911, My911's Officers, Employees, Directors, Managers, Shareholders, Agents, Legal Counsel, Accountants, Anybody marketing this Membership Plan on behalf of My911, Guarantors, or My911's Contractors be liable for any direct, indirect, punitive, incidental, special, consequential loss or damages, whatsoever as a result of any action or omission by My911 or any My911 Contractor, including without limitation any products or services described. The Member acknowledges that receiving the services described in this Membership Agreement may be extremely risky, and agrees to hold My911 harmless for any loss or damages. My911 maximum liability for any type of damages or loss shall be limited to your membership Fee.

11. Indemnity. The Member agrees to indemnify, save and hold harmless My911 and its officers, employees, directors, managers, shareholders, agents, legal counsel, accountants and guarantors from and against any and all fines, demands, costs, losses, liabilities, damages, lawsuits, actions, deficiencies, claims, taxes and expenses (whether or not arising out of third-party claims) including, without limitation, interest, penalties, reasonable attorneys' fees and all amounts paid in investigation, defence or settlement of any of the foregoing incurred in connection with or arising out of or resulting from The Member's actions or the actions of any of such Member's agents or independent contractors.

12. Limitation of Claims. Any and all legal actions and claims arising under the Program shall be barred unless written notice thereof is received by My911 within one (1) year of the date of the event giving rise to such action or claim.

13. Publicity. My911 may disclose the name of The Member who has received services from My911.

14. Changes to Membership Benefits. My911 may amend this Agreement without notice to The Member which shall be effective immediately upon posting on My911's website.

15. Governing Law. This Member Services Agreement shall be governed by the laws of Utah.

Head Office:

My911 Inc. 45E.200N, Suite 911 Alpine, Utah UT84004.

Telephone 888.My9.1121 www.my-911.com

In the event of any questions or queries regarding your Membership please contact

Membership Benefits:

My911 PO BOX 10939 North Alpine Highway PMB114 UT 84003

Telephone: USA.800.699.1121