

# SAR HR Membership Service Terms and Conditions

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THE SAR HR MEMBERSHIP SERVICE IS A SUBSCRIPTION MEMBERSHIP SERVICE. WHEN YOU ELECT TO AUTOMATICALLY RENEW YOUR MEMBERSHIP, THE TERM OF YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW AT THE END OF EACH MEMBERSHIP PERIOD, AND YOU WILL BE BILLED FOR, AND REQUIRED TO PAY, THE MEMBERSHIP FEE IN EFFECT AS OF THE DATE OF RENEWAL FOR EACH NEW MEMBERSHIP PERIOD, UNTIL YOU CANCEL YOUR MEMBERSHIP IN ACCORDANCE WITH SECTION B.9 OF THESE TERMS AND CONDITIONS.

PLEASE NOTE: THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION IN SECTION E.1, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND CONDITIONS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH GARMIN. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW. IF YOU ARE A CONSUMER RESIDENT IN THE EUROPEAN ECONOMIC AREA ("EEA"), UNITED KINGDOM ("UK"), SWITZERLAND, AUSTRALIA OR NEW ZEALAND, SUCH BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER PROVISIONS DO NOT APPLY TO YOU.

These Terms and Conditions are an agreement between you and Garmin. Please read these Terms and Conditions carefully before subscribing to the SAR HR Membership Service. By using or subscribing to the SAR HR Membership Service, you signify your agreement to these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not subscribe to or use any SAR HR Membership Service. You must be at least 18 years of age, or the applicable age of majority in your jurisdiction, to subscribe to the SAR HR Membership Service. If you are under the applicable age of majority, you must have the permission of your parent or guardian to agree to these Terms and Conditions and use the SAR HR Membership Service. If you are under the age of majority in a country of the EEA, the UK, or Switzerland, your parent or guardian must enter into these Terms and Conditions on your behalf.

## A. DEFINITIONS

**Active War** – Active participation in a War by a Member employed by the armed forces of any country.

**Emergency Assistance Services** – Assistance to the Member in obtaining information regarding such Member's emergency circumstances and, if determined necessary pursuant to Section B.3 of these Terms and Conditions, attempting to contact Rescue Authorities to provide Rescue Assistance to such Member.

**Expedition** – An organized journey or voyage for a specific purpose, especially but not exclusively for exploration, or for a scientific or military purpose, and organized by a third party or an organized journey requiring a permit for any of the following activities:

- Scientific research;
- Filming of documentaries;
- Nature conservation, charitable and developmental projects; or
- Military and/or government activities.

**Garmin** – Garmin Services, Inc., a Kansas corporation, and its affiliates.

**IERCC** – International Emergency Response Coordination Center that performs the Emergency Assistance Services for Members who have requested emergency assistance using their IERCC Supported Device.

**IERCC Supported Device** – A device or application that is supported by the IERCC such that it allows the Member to contact the IERCC to request Emergency Assistance Services. A current list of the IERCC Supported Devices can be located at the following link, as amended by Garmin from time to time: <https://www.geosresponse.com/geos-supported-devices.html>.

**Incident Information** – All information related to a SAR HR Event that is requested on the Incident Notification Form, including full details of any circumstance that caused such Member to activate an IERCC Supported Device.

**Incident Notification Form** – The incident report form accessed on the incident report page of such Member's myGEOS Account.

## **Limiting Medical Condition –**

- A medical condition for which a Member was awaiting an operation when such Member subscribed to such Member's Membership or before the Member's need for Emergency Assistance Services occurred, whichever is the later;
- A medical condition for which a Member had been to a specialist medical doctor, had a hospital consultation (other than for regular check-ups), had been admitted to a hospital overnight, or had received hospital treatments or investigations during the three-month period prior to the date of application for Membership or before the Member's need for Emergency Assistance Services occurred, whichever is the later;
- Any form of cancer, blood disorder, psychiatric illness, leukemia, tumor, dialysis treatment, transplant, or dementia, from which a Member has suffered or for which a Member has received treatment (other than regular medication) during the 12 months prior to the date of application for Membership or before the Member's need for Emergency Assistance Services occurred, whichever is the later; or
- Any breathing or heart problem for which a Member required hospital treatments during the 12 months prior to the date of application for Membership or before the Member's need for Emergency Assistance Services occurred, whichever is the later.

**Member or you** – The individual who subscribes to the SAR HR Membership Service and pays the Membership Fee.

**Membership** – The status of a person who has applied for and been accepted as a Member for the SAR HR Membership Service and is thereby eligible to receive Emergency Assistance Services.

**Membership Fee** – The charge payable by the Member each Membership Period for such Member's Membership, as amended by Garmin from time to time. The current Membership Fee can be located at the following link: <https://my-geos.com/products>.

**Membership Period** – Shall mean (a) for new subscriptions to the SAR HR Membership Service, a period of one year beginning on such Member's Subscription Start Date or (b) for each renewal subscription to the SAR HR Membership Service, a period of one year beginning on the anniversary of such Member's Subscription Start Date.

**myGEOS Account** – The Member's web account accessed using the Member's unique login credentials at the following link: <https://my-geos.com/account>.

**Natural Disaster** – A natural event, such as a flood, earthquake, or hurricane, that causes damage or loss of life.

**Non-Emergency Location** – A medical facility or other place where a Member no longer requires Rescue Assistance as determined by the responding Rescue Authorities in their sole discretion.

**Portal Account** – The Member's web account accessed using the Member's unique login credentials on the third-party web portal where such Member subscribed to the SAR HR Membership Service and can cancel such Member's Membership, if applicable.

**Rescue Assistance** – Third-party search and rescue operations provided to a Member during the Rescue Assistance Period, as determined necessary by the responding Rescue Authorities.

**Rescue Assistance Period** – The period beginning at the time the Member requests Emergency Assistance Services and ending when the Member is delivered by the responding Rescue Authorities to a Non-Emergency Location.

**Rescue Authorities** – First responders, emergency authorities and/or other public or private entities authorized to conduct search and rescue and related services.

**SAR Coordination Terms** – (a) any agreement between you and Garmin regarding the provision of Emergency Assistance Services and related services by Garmin, including the Service Terms for Search and Rescue Coordination Services between you and Garmin, and (b) any other agreement to which you are a party regarding the provision of Emergency Assistance Services and related services by Garmin where Garmin is a third party beneficiary, in each case, if applicable.

**SAR HR Event** – Any event resulting in the provision of any Emergency Assistance Services and/or Rescue Assistance to a Member that results, or could result, in any Search Expenses being incurred by, or on behalf of, such Member.

**SAR HR Membership Service** – The Emergency Assistance Services and, if applicable, Rescue Assistance, in each case, available to each Member for Search Expenses not to exceed the applicable Services Maximum and otherwise subject to these Terms and Conditions.

**Search Expenses** - The search and rescue costs and expenses necessarily incurred by, or on behalf of, a Member during the Rescue Assistance Period that (a) arise during a Trip and (b) have been recommended, and determined necessary, by the responding Rescue Authorities in order to prevent bodily injury, illness or danger to such Member's life.

**Services Maximum** –The maximum cost to Garmin for Search Expenses provided hereunder, which shall be limited to (a) \$100,000 USD per Member per incident and (b) \$100,000 USD in the aggregate per Member per Membership Period.

**Subscription Start Date** – The date the Member first subscribes to the SAR HR Membership Service and pays the applicable Membership Fee.

**Terms and Conditions** – These SAR HR Membership Service Terms and Conditions, as amended from time to time by Garmin in accordance with Section B.10 hereof.

**Terrorism** – An act, including the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone, on behalf of, or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Trip** – A journey away from a Member’s permanent residence, which does not last for a period exceeding 365 consecutive days.

**War** –

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
- Any act of Terrorism; or
- Any act of war or Terrorism involving the use of or release of a threat to use any nuclear weapon or device or chemical or biological agent.

## **B. GENERAL CONDITIONS**

1. The SAR HR Membership Service is provided in consideration of a Member’s payment of the Membership Fee for each Membership Period. The SAR HR Membership Service will not be provided to any Member for which a Membership Fee has not been paid for the applicable Membership Period. The Membership Fee does not include sales, value added, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes or fees now or hereafter imposed, directly or indirectly, by any governmental authority or agency. The Member is required to pay such taxes and fees.
2. In order to request Emergency Assistance Services, a Member must notify the IERCC using an activated IERCC Supported Device. Upon requesting Emergency Assistance Services from the IERCC using an activated IERCC Supported Device, the IERCC will attempt to contact Rescue Authorities, so that Rescue Authorities can provide Rescue Assistance to the Member if determined necessary in accordance with Section B.3, or others to provide assistance. The decision regarding which Rescue Authorities or other third party to contact will be made by the IERCC in its sole discretion based on various factors, including the type of emergency communicated and the location of the Member. Notwithstanding the foregoing, the IERCC has no obligation to contact Rescue Authorities or any other third party if the IERCC reasonably believes that the Member is not subject to an emergency requiring search and rescue services, including test, accidental or fraudulent notifications or other communications requesting Emergency Assistance Services.
3. Subject to the last sentence of Section B.2, whether the Member requires Rescue Assistance will be determined by the responding Rescue Authorities. In addition, the type and amount of Rescue Assistance services will be determined by the responding Rescue Authorities. EXCEPT FOR THE REIMBURSEMENT OR PAYMENT OF SEARCH EXPENSES AS EXPRESSLY PROVIDED HEREUNDER, AFTER CONTACTING RESCUE AUTHORITIES OR OTHERS TO PROVIDE ASSISTANCE, GARMIN SHALL BE RELEASED FROM ALL RESPONSIBILITY AND LIABILITY FOR ANY DECISIONS, ACTS OR OMISSIONS WITH RESPECT TO THE RESCUE ASSISTANCE OR OTHER SERVICES PROVIDED TO THE MEMBER.
4. Rescue Assistance may be conducted with or without cost by the responding Rescue Authorities. If the Rescue Authorities providing Rescue Assistance charge the Member, or another person or entity on the Member’s behalf, for such Rescue Assistance, subject to these Terms and Conditions, Garmin will reimburse the Member for, or pay on the Member’s behalf, the Search Expenses actually incurred for such Rescue Assistance but only to the extent such Search Expenses (a) are not covered by another source of payment, including private insurance policies, available to the Member, (b) were incurred during a Membership Period and (c) do not exceed the applicable Services Maximum. Any payments for Search Expenses made by Garmin under these Terms and Conditions shall be secondary to any other source of payment available to a Member.
5. Following any SAR HR Event, the Member must complete and submit the Incident Notification Form with all Incident

Information as soon as possible and in any event within 30 days of the date the Search Expenses related to such SAR HR Event were incurred. Upon request from Garmin, the Member must provide to Garmin any additional information relating to the SAR HR Event, including all records of costs associated with any Search Expenses; information regarding all applicable sources of payment, including private insurance policies, available to the Member that may pay on behalf of, or reimburse, the Member for Search Expenses; and records of treatment and services provided in relation to the circumstance requiring Emergency Assistance Services and/or Rescue Assistance and any and all information reasonably relating thereto. Failure to submit the Incident Notification Form with all Incident Information within such 30-day period or any other supporting information within 120 days following a request from Garmin may, at Garmin's sole discretion, result in Garmin not reimbursing such Member for, or paying on behalf of such Member, any Search Expenses applicable to such SAR HR Event.

6. Following any SAR HR Event, within 30 days following a request from Garmin, the Member must provide to Garmin a signed release, in form and substance satisfactory to Garmin, which authorizes Garmin and any of its authorized representatives to receive and access:
  - a. all records of treatment and services provided as Rescue Assistance in relation to such SAR HR Event; and
  - b. information regarding all applicable sources of payment, including private insurance policies, available to the Member that may pay on behalf of, or reimburse, the Member for Search Expenses incurred with respect to such SAR HR Event, together with all information regarding all claims for reimbursement or payment filed by, or on behalf of, the Member with respect to such Search Expenses.
7. If requested by Garmin, the Member must submit, and diligently prosecute in good faith, a claim for payment or reimbursement under any and all sources of payment available to the Member for Search Expenses incurred during the applicable SAR HR Event. Garmin reserves the right to withhold reimbursement, or payment, of any Search Expenses incurred during such SAR HR Event until all other sources of payment available to the Member are exhausted, as reasonably determined by Garmin in its sole discretion.
8. As a condition precedent to Garmin reimbursing the Member for, or paying on the Member's behalf, any Search Expenses hereunder, such Member must submit all information requested by Garmin on the Member's account management page located within such Member's myGEOS Account, including all contact information, and all such information must be complete and accurate. The Garmin Membership support department may contact the Member to gather further information.
9. To cancel a Membership, a Member must cancel via their Membership account management page located within such Member's myGEOS Account or Portal Account, as applicable, or by contacting Garmin at [support@geossafetysolutions.com](mailto:support@geossafetysolutions.com). Cancellation will take effect at the end of the then-current Membership Period. Upon such cancellation, Garmin will have no obligation to refund or credit all or any portion of any Membership Fee to any Member after the start of such Member's Membership Period, subject to Sections B.10 and B.11 of these Terms and Conditions.
10. Garmin may amend these Terms and Conditions upon notification to the applicable Member(s) stating when such amendment shall be effective. For the avoidance of doubt, such amendment may (at Garmin's sole discretion) be effective immediately. A Member's continued use of the SAR HR Membership Service after notice of any such amendment shall constitute acceptance of such amendment; provided, however, that if Garmin makes a material amendment to these Terms and Conditions, the Member may cancel such Member's Membership within 30 days following receipt of the notice of such amendment from Garmin, and Garmin will refund on a pro-rata basis the Membership Fee attributable to the remaining portion of such Member's then-current Membership Period. No other amendment to these Terms and Conditions shall be valid unless made in writing and signed by an authorized representative of Garmin.
11. Garmin may terminate a Member's Membership and discontinue the provision of the SAR HR Membership Service to any Member at any time, including if Garmin is required to do so by any governmental authority and/or law. If a Member is in breach these Terms and Conditions (including, without limitation, if a Member fails to pay any Membership Fee when due) or if a Member acts in any manner which Garmin reasonably believes shows such Member does not intend to, or is unable to, comply with these Terms and Conditions, Garmin may terminate such Member's Membership, and discontinue the provision of the SAR HR Membership Services, immediately and without notice or liability to such Member (except where prior notice is required under applicable laws, standards or codes) and Garmin will not have any obligation to refund or credit all or any portion of such Member's Membership Fee. Where Garmin terminates a Member's Membership for any reason other than as described in the preceding sentence, Garmin will refund, on a pro-rata basis, the Membership Fee attributable to the remaining portion of such Member's then-current Membership Period.

12. FRAUD, CRIMINAL ACTIVITY, WILLFUL MISCONDUCT, CONCEALMENT, OR DELIBERATE MISSTATEMENT BY THE MEMBER IN RELATION TO ANY MATTER CONCERNING SUCH MEMBER'S MEMBERSHIP OR IN CONNECTION WITH REQUESTING ANY SERVICE OR ASSISTANCE HEREUNDER SHALL RENDER SUCH MEMBER'S MEMBERSHIP NULL AND VOID AND WILL RESULT IN THE AUTOMATIC AND IMMEDIATE TERMINATION OF THESE TERMS AND CONDITIONS FOR SUCH MEMBER. GARMIN MAKES NO WARRANTY WHATSOEVER HEREUNDER OR WITH RESPECT TO ANY EMERGENCY ASSISTANCE SERVICES OR RESCUE ASSISTANCE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. IN ADDITION, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, EXCEPT FOR THE PAYMENT OF SEARCH EXPENSES BY GARMIN AS EXPRESSLY PROVIDED HEREUNDER, IN NO EVENT SHALL GARMIN OR ITS OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, SHAREHOLDERS OR AGENTS (COLLECTIVELY, "GARMIN PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL LOSS OR DAMAGES WHATSOEVER RELATING TO OR ARISING FROM THESE TERMS AND CONDITIONS, ANY EMERGENCY ASSISTANCE SERVICES, RESCUE ASSISTANCE OR ANY OTHER ACTION OR OMISSION IN RELATION TO THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT GARMIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, EXCEPT FOR THE PAYMENT OF SEARCH EXPENSES BY GARMIN AS EXPRESSLY PROVIDED HEREUNDER, THE GARMIN PARTIES' MAXIMUM AGGREGATE LIABILITY TO ANY PARTICULAR MEMBER HEREUNDER SHALL BE LIMITED TO THE MEMBERSHIP FEE PAID BY SUCH MEMBER TO GARMIN DURING THE PRECEDING 12-MONTH PERIOD. YOU AND GARMIN AGREE THAT SUCH REMEDY SHALL APPLY EVEN IF IT FAILS OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MEMBER MUST GIVE GARMIN WRITTEN NOTICE OF ANY CLAIM OR DISPUTE HEREUNDER IN ACCORDANCE WITH THE PRE-ARBITRATION CLAIM PROCEDURE SET FORTH IN SECTION E(1)(a) HEREOF WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO SUCH CLAIM OR DISPUTE OR SUCH MEMBER WAIVES THE RIGHT TO PURSUE ANY CLAIM OR DISPUTE BASED UPON SUCH EVENT OR FACTS.
13. Except for the payment of Search Expenses by Garmin as expressly provided hereunder, the Member will indemnify, save and hold harmless the Garmin Parties from and against any and all fines, demands, costs, losses, liabilities, damages, lawsuits, actions, deficiencies, claims, taxes, expenses, interest and penalties, including reasonable attorneys' fees (collectively, "Losses"), relating to, arising out of or resulting from any act or omission of such Member, including such Member's negligence or more culpable conduct. Garmin shall be subrogated to all of the Member's rights of recovery against any party for any such Losses. The Member hereby acknowledges the foregoing subrogation rights and agrees to perform any additional action, including executing other documents, as Garmin may reasonably request in order to evidence such subrogation rights.
14. Garmin shall not be liable for failure to provide, or any delay of, Emergency Assistance Services or any other matter related to these Terms and Conditions, in each case, resulting from any act beyond Garmin's reasonable control, including (a) acts of God; (b) flood, inclement weather, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions (including quarantine restrictions); (e) embargoes or blockades; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; or (i) internet, satellite, cellular or other communication network outage or coverage limitation.
15. Except as set forth in the Severability provision in Section E(1)(i), if any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as set forth in the Severability provision in Section E(1)(i), upon such determination that any term or other provision is invalid, illegal, or unenforceable, a court of competent jurisdiction or arbitrator, as applicable, shall modify these Terms and Conditions so as to effect the original intent of you and Garmin as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
16. No waiver by Garmin of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by Garmin. No waiver by Garmin shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise

thereof or the exercise of any other right, remedy, power, or privilege. Any provision of these Terms and Conditions that expressly or by their nature should survive termination of these Terms and Conditions, including payment obligations, disclaimer of warranty, rights of indemnity, limitations of liability, arbitration, class action waiver, governing law and forum selection, shall survive such termination.

17. The Member may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily or by operation of law. Any purported assignment or delegation in violation of these Terms and Conditions shall be null and void. For the avoidance of doubt, no such restriction applies to Garmin.
18. The Member may not sell, rent, lease, or otherwise charge for or distribute the SAR HR Membership Service or any information or services associated with or derived from the SAR HR Membership Service, in each case, without Garmin's prior written consent.
19. These Terms and Conditions shall be binding upon and shall inure to the benefit of you and Garmin and your and their respective successors and permitted assigns.
20. Except as provided in Sections B.12 and B.13, these Terms and Conditions are for the sole benefit of you and Garmin and your and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.
21. These Terms and Conditions and the SAR Coordination Terms constitute the sole and entire agreement between you and Garmin with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If there is any conflict between these Terms and Conditions and the SAR Coordination Terms, these Terms and Conditions shall govern.
22. Access or use of the SAR HR Membership Service in locations outside your place of residence is done on your own initiative. You are solely responsible for compliance with all laws applicable to your use of the SAR HR Membership Service. Access to, or use of, the SAR HR Membership Service which, in whole or in part, is unlawful, illegal or penalized is prohibited. You may not use or otherwise export or re-export the SAR HR Membership Service except as authorized by U.S. law and the laws of the jurisdiction(s) in which the Membership is purchased or obtained by you. You represent and warrant that you are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that you will not use the SAR HR Membership Service for any purposes prohibited by U.S. law. Additionally, you will not export or re-export the SAR HR Membership Service (a) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's restricted lists. Except as permitted by prior U.S. Government approval by license, general license, or license exception, you shall not use, or permit the use of, the SAR HR Membership Service, entirely or in part, for a military end use or as a military end user.

### **C. WHERE SERVICES WILL NOT BE PROVIDED**

Emergency Assistance Services (including, if applicable, arranging Rescue Assistance) and Search Expenses incurred by any Member in the following locations (which are subject to change) will **not** be provided or reimbursed or paid, as applicable, to such Members:

- Afghanistan
- Chechnya
- Cuba
- Democratic Republic of Congo
- Iran
- Iraq
- North Korea
- Somalia
- Syria
- West Bank, Gaza Strip and occupied territories of Israel

- Crimea region
- Sudan
- Any other country or territory that is or becomes subject to a United States or United Kingdom government embargo or that has been or is designated by the United States or United Kingdom government as a "terrorist supporting" country

#### **D. SERVICE LIMITATIONS**

1. Emergency Assistance Services (including, if applicable, arranging Rescue Assistance) will **not** be provided (and Search Expenses incurred with respect thereto will not be reimbursed or paid hereunder) for any circumstance arising from, or contributed to by, any of the following:
  - Any Member traveling or arranging to travel:
    - To obtain medical or convalescent treatment;
    - Against medical advice;
    - After a terminal prognosis has been made and/or contrary to health and safety restriction(s) from an airline or carrier; or
    - To any location where Emergency Assistance Services are not provided, as stated above.
  - Criminal, illegal, or unlawful acts or omissions and/or the illegal use of a weapon by a Member.
  - Civil commotions or riots of any kind.
  - Natural Disasters
  - Any sickness, medical or mental condition, injury, illness, chronic or recurring disease suffered, or the undergoing of any planned or recommended medical procedure of a Member which the Member knew about or, in Garmin's reasonable opinion, should have known about at the commencement date of such Member's Membership with Garmin.
  - Any Limiting Medical Condition.
  - Any Member taking part in any form of operational duties of the armed forces including as a reservist, volunteer, or mercenary.
  - Any Member taking part in or training for:
    - time trials and/or record attempts; or
    - unguided Expeditions where there is no professional organization involved in the planning and support prior to and/or during the Expedition.
  - The Member's negligent or willful exposure to dangerous situations, except in an attempt to save human life. This limitation does not include reasonable dangers associated with normal activities that a normally-prepared person would engage in.
  - Inadequate provision or training or competence needed by the Member to safely complete the trip being undertaken, as defined by regular participants of stated activity.
  - Failure of the Member to observe instructions or advisories of the coast guard and/or other government authorities or emergency services, including posted notices and warnings.
  - The Member being under the influence of, or being affected by, alcohol or drugs, unless under the advice of a medical doctor for a condition other than alcohol or drug addiction.
  - Suicide, attempted suicide, and/or deliberate self-injury, whether of sound mind or not, by the Member.
  - Nuclear risks, including but not limited to, ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - The Member's failure to obtain a passport, visa, or other necessary travel documentation.
  - Any cause, including weather conditions, which existed, had started, or had been forecasted or for which advance warning, including a travel advisory warning, had been given before the trip being undertaken had

commenced.

- War.
  - Engaging in Active War.
  - Kidnap, abduction, or ransom.
  - Any circumstance arising from fraud, criminal activity, willful misconduct, concealment, or deliberate misstatement by the Member in relation to any matter concerning the SAR HR Membership Service or otherwise related to these Terms and Conditions.
2. In addition to the foregoing, and without limiting the responding Rescue Authorities' right to determine whether Rescue Assistance is necessary in accordance with Section B.3:
- A Member's decision not to travel and/or to not continue to travel shall not be considered a circumstance requiring Rescue Assistance.
  - A Member's change in financial circumstances (i.e. requesting transportation solely due to theft of funds, credit cards, or airline tickets) shall not be considered a circumstance requiring Rescue Assistance.
3. No SAR HR Membership Service shall be provided to the extent that the provision of such SAR HR Membership Service contravenes, or puts Garmin or any of its service providers (including Garmin's licensors, suppliers, third-party vendors and insurers) in contravention of, any applicable law including, but not limited to, the breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## **E. DISPUTE RESOLUTION; GOVERNING LAW**

### **1. Dispute Resolution and Arbitration; Class Action Waiver**

**Please Read This Provision Carefully. It Affects Your Legal Rights. If you are a resident in the EEA, UK, Switzerland, Australia or New Zealand, this Section E.1 does not apply to you.**

Except for the cases as set out in clause (b) below, any dispute (as defined below) in relation to these Terms and Conditions shall be resolved exclusively in accordance with this Section E.1 (this "Provision").

The Provision facilitates the prompt and efficient resolution of any form of dispute (which shall include any disagreement, claim or controversy, whether based in contract, statute, regulation, ordinance, tort – including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence – or any other legal or equitable theory, and includes the validity, enforceability or scope of these Terms and Conditions (with the exception of the enforceability of the Class Action Waiver in clause (g) below)) that may arise between you and Garmin arising out of or related to these Terms and Conditions and/or the SAR HR Membership Service. A "dispute" is given the broadest meaning enforceable by law and includes any claims against other parties relating to services or products provided to you (such as Garmin's licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against Garmin in the same proceeding.

This Provision provides that all disputes between you and Garmin shall be resolved by binding arbitration because acceptance of these Terms and Conditions constitutes a waiver of your right to litigation of claims and all opportunity to be heard by a judge or jury. To be clear, there is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow this agreement and can award the same damages and relief as a court (including attorney's fees).

You may, however, opt-out of this Provision as provided in the clause (b) below, which means you would have a right or opportunity to bring claims in a court, before a judge or jury.

**BOTH YOU AND GARMIN AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.**

- a. Pre-Arbitration Claim Resolution. For all disputes, whether pursued in court or arbitration, you must first give Garmin an opportunity to resolve the dispute, which is accomplished by mailing notice to Garmin at 1200 E. 151st Street, Olathe, Kansas, 66062, USA, Attention: Legal Department, which notice should include the following information: (1) your name, (2) your address, (3) a written description of the dispute, and (4) a description of the specific relief you seek. If Garmin does not resolve the dispute within 45 days after receiving your notification, then you may pursue the dispute in arbitration. You may pursue the dispute



in a court only under the circumstances described below.

- b. Exclusions from Arbitration/Right to Opt-Out. Notwithstanding the above, you or Garmin may choose to pursue a dispute in court and not by arbitration if: (a) the dispute qualifies for initiation in a small claims court; or (b) YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS AND CONDITIONS (the "Opt-Out Deadline"). You may opt-out of this Provision by emailing notice to [support@geossafetysolutions.com](mailto:support@geossafetysolutions.com), which notice should include the following information: (1) your name; (2) your address; (3) a clear statement that you do not wish to resolve disputes with Garmin through arbitration. A decision to opt-out of this Provision will have no adverse effect on your relationship with Garmin, but any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your dispute in arbitration or small claims court.

- c. Arbitration Procedures.

For any dispute that is not resolved pursuant to clause (a) above (Pre-Arbitration Claim Resolution) and is not actionable in court pursuant to clause (b) above (Exclusions from Arbitration/Right to Opt-Out), either you or Garmin may initiate arbitration proceedings. The American Arbitration Association ("AAA"), [www.adr.org](http://www.adr.org), or JAMS, [www.jamsadr.com](http://www.jamsadr.com), will arbitrate all disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration, and shall in no event be commenced or maintained or heard as a class arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for disputes of less than \$75,000 USD (or equivalent amount in your local currency), the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for disputes involving \$75,000 USD (or equivalent amount in your local currency) or more, the AAA's Commercial Arbitration Rules will apply. In either instance, the AAA's Optional Rules for Emergency Measures of Protection shall apply. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases will apply. The JAMS rules are available at [www.jamsadr.com](http://www.jamsadr.com) or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action procedures or rules apply to the arbitration.

Because the SAR HR Membership Service and these Terms and Conditions concern interstate commerce, the U.S. Federal Arbitration Act ("FAA") governs the arbitrability of all disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

- d. Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party thereto. Such award will be final and binding on the parties thereto, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over such parties for purposes of enforcement.
- e. Location of Arbitration. You or Garmin may initiate arbitration in either Kansas City, Missouri, USA or the U.S. federal judicial district that includes your billing address, if any. In the event that you select the latter, Garmin may transfer the arbitration to Kansas City, Missouri, USA so long as Garmin agrees to pay any additional fees or costs which the arbitrator determines you incur as a result of the transfer.
- f. Payment of Arbitration Fees and Costs. So long as you place a request in writing prior to commencement of the arbitration, Garmin will pay all arbitration fees and associated costs and expenses. But, you will still be responsible for all additional fees and costs that you incur in the arbitration which include but are not limited to attorneys' fees or expert witnesses. In addition to any fees and costs recoverable under applicable law, if you provide notice and negotiate in good faith with Garmin as provided in clause (a) above (Pre-Arbitration Claim Resolution) and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.
- g. Class Action Waiver. Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action or private attorney general action) unless both you and Garmin specifically agree to do so following initiation of the arbitration. Except to the extent that representative claims under California's Private Attorney General Act ("PAGA") are excluded from these Terms and Conditions (if PAGA is applicable), neither you, nor any other user of the SAR HR

Membership Service, can be a class representative, class member or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

- h. No Judge or Jury In Arbitration. Arbitration does not involve a judge or jury. You understand and agree that by accepting this Provision, you and Garmin are each giving up the right to a jury trial or a trial before a judge in a public court. Other rights that you would have if you went to court (e.g., the rights to both appeal and certain types of discovery) may be more limited or may also be waived.
  - i. Severability. If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision whose remainder will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable and the dispute will be decided by a court.
  - j. Continuation. This Provision shall survive the termination of these Terms and Conditions and your discontinued use of the SAR HR Membership Service. Notwithstanding any provision in these Terms and Conditions to the contrary, Garmin agrees that if it makes any change to this Provision (other than a change to a notice address), you may reject any such change and require Garmin to adhere to the language as of the date you entered into these Terms and Conditions if a dispute between Garmin and you arises.
2. Except to the extent expressly provided in this Section E, these Terms and Conditions and all legal issues arising from or related to these Terms and Conditions or the use of the SAR HR Membership Service will be construed in accordance with and determined by the Federal Arbitration Act, applicable U.S. federal law, and the laws of the State of Kansas without respect to its conflict of laws principles. By using or subscribing to the SAR HR Membership Service, you agree that, except for disputes subject to arbitration as described above, the exclusive forum for any claims or causes of action arising out of these Terms and Conditions or your use of the SAR HR Membership Service is the United States District Court for the District of Kansas, or any Kansas state court sitting in Johnson County, Kansas. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
3. If (a) you do not reside in the U.S. and (b) you are not accessing the SAR HR Membership Service from the U.S., then these Terms and Conditions and all legal issues arising from or related to these Terms and Conditions or the use of the SAR HR Membership Service will be construed in accordance with and determined by the laws of your usual place of residence, without regard to any conflict of law provisions, and you may submit to the non-exclusive jurisdiction of the courts located in the state, province or country whose law governs. This means that if you or we are able to bring a legal action relating to these Terms and Conditions, we can do this in a court located in the State of Kansas, but you or we may also bring an action in another country if this is accepted by its courts. For consumers resident in the EEA, UK and Switzerland: such a court is likely to be the court in the country in which you live and although the laws of the State of Kansas may still apply, it will be subject to any mandatory local law applicable in your country of residence.
4. The United Nations Convention on the International Sale of Goods is specifically excluded from application to these Terms and Conditions. You and Garmin further agree to waive and opt-out of any application of the Uniform Computer Information Transactions Act (UCITA), or any version thereof, adopted by any state of the United States in any form.

**If you have any questions about these Terms and Conditions, please contact Garmin's Membership team:**

**By telephone:** +1.832.799.6322 or +1.855.238.1908 (Toll-Free)

**By email:** [support@geossafetysolutions.com](mailto:support@geossafetysolutions.com)

**Internet:** <https://my-geos.com/contact>