OVERWATCH x RESCUE

SERVICES TERMS AND CONDITIONS

Effective Date: September 28, 2026

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND KEEP A COPY FOR YOUR RECORDS. THIS DOCUMENT OUTLINES THE LIMITATIONS OF THE SERVICES (DEFINED BELOW), OUR LEGAL OBLIGATIONS (SEE SECTIONS III – VI), AND YOUR LIMITED LEGAL REMEDIES INCLUDING (AS APPLICABLE) MANDATORY ARBITRATION, WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION, AND LIMITATION OF LIABILITY.

The following terms and conditions ("Terms and Conditions") govern the provision of Ad hoc Services (defined below) and emergency assistance services under the Overwatch x Rescue™ Subscription ("OxR Subscription Services"), (collectively, the "Services") of FocusPoint International ("FocusPoint," "we," or "our") via a Device (defined below) including our mobile application ("App"), including limitations associated with the Services. Immediately below is only a high-level summary of key Services requirements and limitations. These Terms and Conditions form a binding agreement between Subscribers (defined below) and FocusPoint. By using our Services, you agree to these Terms and Conditions.

PLEASE READ – YOUR LIFE MAY DEPEND ON IT

- First responders and emergency response personnel have ultimate discretion to perform rescues. We help communicate distress signals and requests for emergency assistance to the appropriate state, local, or governmental entity whose responsibility is responding to emergency situations for the region. In limited instances (further defined below), we may engage independent contractors, and/or proprietary personnel, air and/or ground transportation providers to respond to the following crisis events:

  i) Kidnap for Ransom
  ii) Blackmail or Extortion
  iii) Natural Disasters
  iv) Terrorism
  v) Wrongful Detention
  vi) Political Threats, to include riots, strikes and civil commotion
  vii) Home Hospital Medical Repatriation via Commercial Flights with Medical Escort
  viii) Repatriation of Mortal Remains

  Other than the crisis event types listed above, we do not perform rescue operations, but we do facilitate them by providing real time communications and location information to public emergency services agencies.

- The Services must be used in conjunction with, one of the following:
  i) a satellite-enabled communications device; OR
  ii) a smartphone that has either satellite texting capabilities and/or an emergency SOS assistance button on certain SEND (Satellite Emergency Notification Device) products that are directly integrated with the OxR Subscription Service.

  FOR MORE INFORMATION ABOUT COMPATIBLE DEVICES, PLEASE SEE OUR FAQ / CONTACT US AT INFO@WWFOCUS.COM.

- Even if you use a compatible device, there may be instances where we cannot perform under the Services due to technical or administrative failures that cause your emergency signal not to reach us or cause our communications not to be received by first responders and/or emergency response personnel. If that is the case, we will not be able to perform the Services. Common causes of failures include:

i) Subscribers not inputting correct contact information at sign-up; and/or
ii) satellite and/or other communications feeds not functioning due to: weather events, solar flares, Subscribers being located in underground terrain or in dead zones, cybersecurity attacks, or other technical failures in third party equipment (e.g. satellites) that we have no control over or visibility into.

- Even if the satellite signals and other forms of communication are sent and received correctly, first responders and/or emergency response personnel may not have the capacity to intake, process, and/or carry out the emergency request in a timely manner. This can be due to several factors including but not limited to adverse weather conditions, low staffing, and volume of emergency requests in the area. **FIRST RESPONDERS AND EMERGENCY RESPONSE PERSONNEL HAVE ULTIMATE DISCRETION TO PERFORM RESCUES.**

- The benefits of the OxR Subscription are separate and distinct from the Terms and Conditions of any satellite-enabled smartphone and/or SEND product used in conjunction with the OxR Subscription Services. We make no representations as to the quality, fitness, or performance of those products.

BECAUSE OF THE NATURE OF THE COMMUNICATIONS TECHNOLOGY WE UTILIZE, AND OUR INTEGRATIONS WITH GOVERNMENT ENTITIES AND THIRD-PARTY HARDWARE, WE CANNOT GUARANTEE THAT THE OxR SUBSCRIPTION SERVICES WILL PERFORM ALL REQUESTS.

Should assistance be required for events not covered under the OxR Subscription Services, FocusPoint may be able to coordinate Ad Hoc Services (defined below) at an additional cost. In these situations, the Subscriber (defined below) will be required to submit immediate payment via credit card. By utilizing the Ad Hoc Services, you agree to these Terms and Conditions.

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I. WHAT IS THE OVERWATCH X RESCUE SUBSCRIPTION?

PLEASE SEE THE SERVICES ELIGIBILITY, LIMITATIONS OF THE SERVICES (DEFINED BELOW), OUR LIMITATION OF LIABILITY, AND SERVICES DISCLAIMERS SECTIONS OF THESE TERMS AND CONDITIONS.

The OxR Subscription Service is provided by FocusPoint, a company registered in Ohio under entity number 2413389 with its registered office at 200 Public Square, Suite 2800, Cleveland, OH 44114.

The OxR Subscription Service is an emergency SOS subscription that reduces and, in many cases, eliminates the financial exposure tied to a rescue. Each OxR Subscription comes standard with coordinated 24/7 multilingual emergency SOS assistance for Subscribers. The OxR Subscription Services include, among many benefits, emergency assistance coordination for summer and winter sports incidents; point of incident medical and security evacuation services; search and rescue; and other response benefits described in Sections IV – VII.

The OxR Subscription Service is not an insurance policy. FocusPoint does not and will not reimburse or indemnify Subscribers for any expenses incurred directly by and/or on behalf of a Subscriber. Instead, as part of the OxR Subscription Services, FocusPoint will directly organize and pay for certain travel and rescue expenses as described in these Terms and Conditions. The OxR Subscription Services are not intended to replace your own personal risk assessment, common sense, or general principles on good safety and personal security.

Content provided by the Services are reference materials to be used for education purposes to inform Subscribers of potential safety and security risks. FocusPoint does not guarantee that the content is up to date, complete, adequate and/or error free. Subscribers should always perform independent research and use their best judgement when making travel arrangements and planning activities.

If you have any questions regarding the Overwatch x Rescue Subscription Services, please contact FocusPoint at info@wwfocus.com.

Should an emergency or the need for any protected assistance occur during a qualifying period, FocusPoint MUST be contacted via an SOS alert activation on an approved emergency communications device and/or via text on approved satellite-enabled communications devices. In order to utilize the benefits of the OxR Subscription Services for emergency assistance, you must text the phone number provided in your purchase confirmation and/or welcome letter. This number is to be used by Subscribers only to request emergency assistance when local emergency services are unreachable. OxR does not replace 911 or the local equivalent outside of the United States and should only be used in situations where 911 is not reachable and/or the emergency assistance request is directly related to one of the benefits of the OxR Subscription Services.

Any and all assistance provided to a Subscriber(s) is at the sole discretion of FocusPoint and in accordance with these Terms and Conditions.

For details regarding what OxR Subscription Services covers, please see Sections IV – VIII below.

II. DEFINITIONS

The following definitions apply to the Services:

"**Ad Hoc Services**" means assistance provided by FocusPoint, upon request and subject to FocusPoint's capabilities, that are not covered by the OxR Subscription Services that a Subscriber purchases for a one-time fee that is separate from the OxR Subscription Service fee.

"**Blackmail and/or Extortion**" means the making of illegal threats specifically to a Subscriber traveling outside of his/her home country to:

- Kill, Injure or Abduct a Subscriber
- Damage Property
- Disseminate, Divulge or Use Trade Secrets

By persons who then demand payment as a condition of not carrying out such threats.

"**Crisis Consultant**" means FocusPoint International, Inc. and its appointed or authorized agents/consultants, who exclusively provide service to respond to an Overwatch x Rescue Subscriber's Emergency Event.

"**Device**" means the satellite-enabled communications device; or eligible smartphone that you use to access and enable the Services including through the App.

"**Disappearance" or "Disappearance of Persons**" means the complete and unexpected loss of contact with a Subscriber during a Period of Emergency or Period of Foreign Travel for a period in excess of 48 hours.

"**Emergency Event**" means any decisive, unstable, or crucial time, which occurs either: a) during a Subscriber's Period of Emergency; or b) during the Subscriber's Period of Foreign Travel, resulting from an unforeseen event, which has directly caused or has the potential to cause serious bodily harm, detention, or death to a Subscriber. Any emergency or crises arising out of, based upon, or attributable to related, continuous or repeated events shall be considered to be a single crisis for the purpose of the OxR Subscription Services.

"**Emergency Message Relay**" means FocusPoint attempted transmission of an urgent message for a Subscriber to the listed emergency contact in the profile.

"**Emergency Relocation**" means FocusPoint arranged medical transportation of a Subscriber in the event of a medical emergency.

"**Hazardous Occupation(s)**" means any logging, fishers and related fishing workers, airline pilots and flight engineers, construction labor, structural iron and steel workers, mining, refuse and recyclable material collection, electrical and telecommunication power/transmission line and tower installers and repairers, truck driving, farming and ranching labor, public sector first/emergency response (Police, Fire, EMT), and prison labor.

"Hazardous Summer Sports" means activities such as hang gliding; paragliding; parachuting; bungee or BASE jumping or wing suiting; water skiing; spelunking, scuba diving: whether with a certified instructor or not, to depths in excess of 30m; mountaineering; rock climbing of any type; mountain climbing to heights above 3,000 MTS above sea level; and any other sport undertaken in non-commercial areas for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking, versus standard recreational purposes.

"Hazardous Winter Sports" means the Subscriber's participation in activities such as skiing, cross-country skiing, snowboarding, ice skating; snowshoeing; or any other sport undertaken in non-commercial areas that have no care, custody, or control from a commercial operator and/or for thrill/profit/notoriety/publicity/endorsement/social media attention-seeking, versus standard recreational purposes.

"**Injury**" means a physical injury (or related injuries) suffered by the Subscriber as a direct result of an Emergency Event requiring a security assistance benefit.

"**Kidnap**," "**Kidnapped**," and/or "**Kidnapping**" mean any event or connected series of events of seizing, detaining, or carrying away by force or subterfuge of a Subscriber while traveling outside of his/her home country by any third party to demand a Ransom.

"Medically Necessary Air Medical Transport" means medically necessary transportation (as determined by FocusPoint under its sole discretion and consideration) for a Subscriber from the point of incident to the nearest appropriate medical facility to receive the required medical treatment.

"**Natural Disasters**" means any event or force of nature that has catastrophic consequences and causes damage or the potential to cause an emergency to a Subscriber while traveling outside of his/her home country. This includes an avalanche, landslide, earthquake, flood, forest or bush fire, cyclone, hurricane, tornado, tsunami, volcanic eruption, or other similar natural events that give rise to an emergency if noted and agreed by FocusPoint.

"**OxR Medical Staff**" means Emergency Medical Technicians (EMTs), Paramedics and/or Registered Nurse (RN) personnel employed by FocusPoint International as Operations Support Specialists to perform intake, triage, alert validation and escalation of emergency assistance requests received via SMS and/or through the activation of an SOS feature on an approved satellite communications device; and 3rd party medical personnel engaged to conduct medical transport services for covered medical transports.

"**Period of Emergency**" – During the OxR Subscription Service eligibility term, for the applicable benefits described herein and which are not subject to the defined Period of Foreign Travel, the Period of Emergency is described as: the time the Subscriber, at a location that is not the Subscriber's place of permanent residence or work, initiates a distress or SOS signal via the registered device and such signal is confirmed and received by the Emergency Response Center, to the time that Emergency Consultants have reasonably concluded with managing the Emergency Event or at the time the Emergency Consultants assistance exceeds 10 consecutive days since the initiation of the registered device distress/SOS signal.

"**Period of Foreign Travel**" – During the OxR Subscription Service eligibility term, for the applicable benefits described herein, the period of travel is defined as: the time the Subscriber arrives at a foreign country, not exceeding 365 consecutive days travel duration during a plan term, and the Subscriber initiates a distress or SOS signal via the registered device and such signal is confirmed and received by the Emergency Response Center, to the time that Emergency Consultants have reasonably concluded with managing the Emergency Event or at the time the Emergency Consultants assistance exceeds 10 consecutive days since the initiation of the registered device distress/SOS signal.

"**Political Threat**" means the threat of action designed to influence the government or an international governmental organization or to intimidate the public, or a section of the public; to advance a political, religious, racial, or ideological cause. For the purposes of the OxR Subscription Services, a Political Threat is extended to mean civil threats caused by riots, strikes, or civil commotion.

"**Pre-Existing Medical Condition**" means a request for medical assistance benefit as a result of an accident, Injury, illness or other condition of the Subscriber, that occurs prior to the purchase of the OxR Subscription Services, and including the effective date of OxR Subscription Services: a) if condition happened, manifested prior to the purchase of the OxR Subscription Services or travel date, worsened, became acute symptoms or had symptoms that would have prompted a reasonable person to seek diagnosis, care or treatment prior to the purchase of the OxR Subscription Services or travel date; b) the care or treatment was administered or recommended by a physician prior to the purchase of the OxR Subscription Services or travel date; or c) required medication or prescription drugs at any time prior to the purchase of the OxR Subscription Services. Examples are listed in Section VII. F.

"**Repatriation of Mortal Remains**" means FocusPoint arranged embalming, securing of suitable container for transport, documentation, and transportation details of the remains of a Subscriber who died during a Period of Foreign Travel.

"**Return of Dependent Children, Spouse or Companion**" means the FocusPoint arranged and funded economy class commercial airfare return of the dependent children (and escort, if needed), spouse or companion to the Subscriber's usual place of residence.

"**Ransom**" means money or other valuables, including cash, monetary instruments, bitcoin, bullion, or the fair market value of any securities or property.

"**Search & Rescue (SAR) Event**" means an event: a) during a Subscriber's Period of Emergency; or b) during a Subscriber's Period of Foreign Travel, where the Subscriber requests the emergency consultant provide security, medical, or search and/or rescue assistance services, which may result in Search & Rescue (SAR) Expenses on behalf of such Subscriber, in order to prevent serious bodily harm or death.

"**Search & Rescue (SAR) Expenses**" means the necessary and reasonable search and rescue costs and expenses incurred by the emergency consultant on behalf of a Subscriber, for the purposes of satisfying a payment demand required by the Subscriber for search, stabilization, and transportation to the nearest appropriate medical or safe harbor facility; which have been determined necessary by the responding rescue authorities in order to prevent serious bodily harm or death.

"**Subscriber(s)**" means the individual who receives the benefit of the OxR Subscription Services and/or other Ad Hoc Services including both account holders and non-account holders.

"**Summer Sports"** means summer sports undertaken in commercial areas for standard recreational purposes.

"**Terrorism**" means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"**Translation OxR Subscription Services**" means FocusPoint provided translations in all languages via telephone and/or two-way messaging during the response to a qualified emergency, where necessary.

"**Transport Escort**" means the FocusPoint arranged travel for one family member, companion, or travel escort to accompany the Subscriber during an emergency evacuation or medically necessary repatriation when possible.

"**Visit of a Family Member or Friend**" means the FocusPoint arranged transportation of one family member or friend designated by the Subscriber from the person's home to the place where the Subscriber is being hospitalized during a Period of Foreign Travel for a period in excess of three days or is in critical condition as determined by OxR Medical Staff.

"**Winter Sports**" means activities are undertaken within the authorized trails or confines of a commercial and supervised ski resort area or winter sports gymnasium.

"Wrongful Detention" means the involuntary confinement of a Subscriber traveling outside of his/her home country by any person(s) acting as agents of or with the tacit approval of any government or governmental entity or acting or purporting to act on behalf of any insurgent party, organization, or group.

III. ACCOUNT CREATION; SERVICES ELIGIBILITY; SUBSCRIPTION DETAILS

A. Account Creation

To purchase the OxR Subscription Services, you must create an account with us through our online portal available here. FocusPoint's practices governing the collection use, disclosure and management of your personal data are disclosed in our Privacy Notice. If you are under the age of eighteen (18) (or the age of majority in your jurisdiction of residence), then you are not permitted to create an account without a parent or guardian's consent.

B. Services Eligibility

BEFORE YOU ENGAGE US FOR SERVICES, REVIEW THE ELIGIBILITY CRITERIA BELOW AND CONFIRM THAT YOU ARE ELIGIBLE TO ENGAGE US. ONCE YOU ENGAGE US FOR SERVICES, YOU MUST COMPLY WITH THESE TERMS AND CONDITIONS.

You are ineligible to engage us for Services unless you meet all the following criteria, and by engaging us for services (including by purchasing Services), you represent and warrant that:

i) You are an individual (e.g., not corporation, partnership or other business entity) and are at least 18 years old (or the age of majority to legally enter into a contract under the laws of your place of residence if that happens to be greater than 18). FOR U.S. RESIDENTS: If you are not at least 18 years old, then you shall only create an account and/or utilize the Services if you obtain consent from your parent or guardian. FOR EU/UK RESIDENTS: If you are not at least 18 years old (or the age of majority according to the laws of your place of residence), then you shall only create an account and/or utilize the Services if you obtain approval from your parent or guardian;

ii) You are legally permitted to use the Services by the laws of the jurisdiction in which you reside;

iii) You are of sound mind and are capable of reading and understanding these Terms and Conditions

If at any time you cease to meet these requirements, all authorization to access our Services or systems is automatically revoked, and you must immediately delete your account. We retain the right to remove your access to our Services at any time and without warning if you do not comply with these Terms and Conditions.

C. OxR Subscription Services Subscription Details

FocusPoint facilitates emergency assistance to Subscribers through 12-month re-occurring subscriptions unless the Subscriber cancels. The subscription fee covers the benefits included in the OxR Subscription Services, which enables the OxR Subscription Services to provide those benefits on a fully funded basis.

Current OxR Subscription Services pricing is: $79.99 USD Annually

The fee to subscribe to the OxR Subscription Services is collected annually through a re-occurring payment that Subscribers set up through our online portal. To cancel the OxR Subscription Services, Subscribers must log in to their account, navigate to “Billing”, then select “Cancel My Subscription”. Subscribers must cancel the OxR Subscription Services no later than seven (7) calendar days before payment is due. It may take two to three business days to process the cancelation. Upon processing of the cancelation, we will send you an email confirming that your subscription has been cancelled.

OxR Subscription Services are non-transferable and non-refundable unless otherwise required by applicable law and if the OxR Subscription Services benefits are not used within the 12-month subscription period, the benefits do not roll over to the following year. By purchasing a Subscription Services, you accept and agree to these Terms and Conditions.

Subject to the limitations identified herein, the term of an OxR Subscription Services commences on the effective start date selected by the Subscriber during the enrollment process. The end date for an OxR Subscription Services is 365 days after the OxR Subscription Services’ effective date indicated by the purchase confirmation.

Regardless of the effective start date selected by the Subscriber, OxR Subscription Services are valid only when the OxR Subscription Services fee is collected. The OxR Subscription Services is not valid if the fee payment is declined, returned, or otherwise unpaid.

FocusPoint reserves the right to revoke, rescind, or cancel any OxR Subscription Services or refuse a renewal at FocusPoint's sole discretion. Should FocusPoint exercise its right to revoke, rescind, or cancel an OxR Subscription Services, FocusPoint shall refund the Subscriber a portion of the fee prorated based on the remaining term of the OxR Subscription Services.

All OxR Subscription Services enrollment data must include accurate information in order to ensure program eligibility. Any false or inaccurate information that would affect a Subscriber's eligibility for an OxR Subscription Services is grounds for revocation, cancellation, or rescission of the OxR Subscription Services.

D. 7 Day Subscription Cancellation Period:

The OxR Subscription Service may be cancelled up to seven (7) calendar days from the first subscription date by logging onto the account management portal on the OxR website and clicking on the "refund" button within the portal. This applies to OxR Subscription Services purchased directly from the OxR website. If the OxR Subscription Services was purchased through a device partners site, Subscribers MUST contact said device partners directly to request a refund.

IV. OVERWATCH X RESCUE SUBSCRIPTION SERVICES BENEFITS

Subscribers are provided a number of benefits and assistance for a wide range of crises (further defined herein) that directly impacts or has the potential to impact a Subscriber during a qualifying Period of Emergency or Period of Travel.

OxR benefits include:

A. Security Assistance Benefits

We provide response to the following **Emergency Events** at no additional cost to you as part your subscription to the OxR Subscription Services:

1. Disappearance of Persons (during a qualifying Period of Emergency or Period of Foreign Travel)
2. Search and Rescue "SAR" (during a qualifying Period of Emergency or Period of Foreign Travel)
3. Natural Disasters (during a qualifying Period of Foreign Travel)
4. Political Threats (civil threats caused by riots, strikes and civil commotion during a qualifying Period of Foreign Travel)
5. Terrorism (during a qualifying Period of Foreign Travel)
6. Kidnap for Ransom (during a qualifying Period of Foreign Travel)
7. Blackmail and/or Extortion (during a qualifying Period of Foreign Travel)
8. Wrongful Detention (during a qualifying Period of Foreign Travel)

B. Medical Assistance Benefits

We provide the following at no additional cost to you as part your subscription to the OxR Subscription Services:

1. Emergency Relocation when a SAR is Activated (during a qualifying Period of Emergency or Period of Foreign Travel)
2. Medically Necessary Medical Transport (nearest appropriate hospital during a qualifying Period of Emergency or Period of Foreign Travel)
3. Home Hospital Medical Repatriation via Commercial Flights with Medical Escort (during a qualifying Period of Foreign Travel)
4. Repatriation of Mortal Remains (during a qualifying Period of Foreign Travel)
5. Visit of a Family Member or Friend (when OxR customer is hospitalized during a qualifying Period of Foreign Travel)
6. Return of Dependent Children (when a Subscriber is provided air medical transport)
7. Transport Escort (when a Subscriber is provided air medical transport)

During the term of the OxR Subscription Services, Subscribers have on-demand access to a multilingual 24/7 Crisis Response Center (CRC); where they can receive coordinated response services to assist Subscribers directly impacted by covered Emergency Events as described above and herein.

C. In-Country Benefits vs Out-of-Country Benefits

The following further defines which benefits Subscribers are eligible for in their home country vs the benefits that Subscribers are eligible for during a Period of Foreign Travel.

In-Country Benefits During a Period of Emergency	Benefits During a Period of Foreign Travel
▪ Response to Summer and Winter Sports Incidents, to include Hazardous Summer and Winter Sports Incidents ▪ Search and Rescue (SAR) ▪ Emergency Relocation when a SAR is Activated ▪ Medically Necessary Air Medical Transport ▪ Return of Dependent Children ▪ Transport Escort	▪ All "In-Country" Benefits, plus the following: ▪ Disappearance of Persons ▪ Natural Disasters ▪ Political Threats ▪ Terrorism ▪ Kidnap for Ransom ▪ Blackmail and/or Extortion ▪ Wrongful Detention ▪ Repatriation of Mortal Remains ▪ Visit of a Family Member or Friend ▪ Home Hospital Medical Repatriation via Commercial Flights with Medical Escort

D. Emergency Consultation & Response

Subject to the limitations of the services described herein, OxR Subscription Services include, at no additional cost: remote emergency consultation and coordinated in-country response services for all qualified events. With ALL qualified Emergency Events, the goal of the assistance provided is to get Subscribers to safety and bring closure to an Emergency Event that impacts or has the potential to impact a Subscriber. Coordinated in-country response services for the Emergency Events are provided at the sole discretion of FocusPoint and may include those listed below.

1. Political Threat

During a Period of Foreign Travel, advice and possible deployment of Crisis Consultants to assist in seeking safety, implementation of additional security personnel to assist with sheltering in place, and evacuation away from the impacted area.

2. Terrorism

During a Period of Foreign Travel, advice and possible deployment of a Crisis Consultant to assist in seeking safety, Emergency Message Relay, medical attention if needed, and the implementation of security personnel to ensure adequate security of a Subscriber directly impacted by a terrorist incident.

3. Disappearance of Persons

During a Period of Foreign Travel, advice and possible deployment of a Crisis Consultant to investigate the disappearance of a Subscriber to locate and return the Subscriber to safety.

4. Blackmail and/or Extortion

During a Period of Foreign Travel, advice and possible deployment of a Crisis Consultant to investigate and bring resolution to the Blackmail and/or Extortion threat directly impacting a Subscriber.

5. **Wrongful Detention**

During a Period of Foreign Travel, advice and possible deployment of a Crisis Consultant to work towards the release of the Subscriber under Wrongful Detention. Emergency message relay, legal referrals, limited legal expenses, and interpreter are provided if needed.

6. **Kidnap for Ransom**

During a Period of Foreign Travel, advice and possible deployment of a Crisis Consultant to consult with the family of and/or the employer of a Subscriber that has been Kidnapped for Ransom to affect the safe release of the Subscriber.

PLEASE NOTE BECAUSE THE OxR SUBSCRIPTION SERVICES IS NOT AN INSURANCE POLICY, THE REIMBURSEMENT OF A RANSOM/EXTORTION PAYMENT IS NOT PROVIDED.

7. **Natural Disasters**

During a Period of Foreign Travel, advice and possible deployment of Crisis Consultant(s), security personnel, and transportation assets to assist a Subscriber directly impacted by a natural disaster.

E. <u>Air Medical Transport Benefit</u>

Medical transport services are available to any OxR Subscriber who qualifies for medical transport services in accordance with these Terms and Conditions. Air Medical Transport for OxR subscribers that suffer from a medical mishap as a result of a Summer or Winter Sports incident, to include Hazardous Summer and Winter sports, Natural Disasters, Terrorism, riots, strikes or civil commotion will be transported from the point of incident to the nearest appropriate medical facility as determined by FocusPoint and/or the responding agency(s).

Medical repatriation via commercial flights using a Medical Escort is available to OxR Subscriber(s) during a Period of Foreign Travel when the Subscriber(s) is hospitalized as an inpatient outside of the country of his/her home or place of business and is accepted as a patient into an available inpatient bed by an admitting physician at the hospital of the OxR Subscriber's choice in their home country.

Air Medical Transport services are not available to OxR Subscribers with mild lesions, simple injuries or minor illnesses that can be treated by local doctors and do not prevent the OxR Subscriber from continuing his or her trip or returning home without further immediate medical attention, which may require admittance into a medical facility.

To satisfy the requirements of commercial medical repatriation under this OxR Subscription Service, both the originating and receiving hospitals must be accessible by ground ambulance to transport the OxR Subscriber to and from an airfield capable of accommodating a commercial aircraft for the medical transport via commercial airline in the care of an authorized commercial medical escort. Due to the limited medical facilities and testing available on commercial cruise, private, or chartered maritime ships, the OxR Subscriber must be admitted to a hospital on shore before scheduling medical transport to another hospital during a Period of Foreign Travel involving maritime travel.

The timeframe for air medical transport is dependent on aircraft and qualified flight personnel availability, required permits, flight subscriptions, airspace and distance of aircraft to the impacted OxR Subscriber(s) and any other factors that may be beyond FocusPoint's control. OxR Subscribers must have proper documentation to confirm their identity. FocusPoint is not responsible for obtaining these documents in the event of a request for transport.

FocusPoint will make all arrangements for qualifying air medical transport.

DECISIONS REGARDING THE URGENCY OF THE CASE, THE BEST TIMING AND THE MOST SUITABLE MEANS OF TRANSPORTATION WILL BE MADE BY FOCUSPOINT MEDICAL STAFF AFTER CONSULTATION WITH THE LOCAL RESPONSE AGENCY AND POSSIBLY THE ATTENDING PHYSICIAN.

F. Repatriation of Mortal Remains Benefit

In the event of a Subscriber's death during a qualifying Period of Foreign Travel, FocusPoint will arrange and pay the reasonable and customary charges for the preparation and return of the Subscriber's remains to their home country.

These charges will be at the sole discretion of FocusPoint and only paid if the Subscriber had no other benefit in place at the time of death that would otherwise cover this expense. Anyone requesting the repatriation of a Subscriber's mortal remains must be able to reasonably prove (when required by FocusPoint) that no other benefits exist that would otherwise cover the expense to repatriate the Subscriber's mortal remains.

OxR IS NOT AN INSURANCE POLICY. FOCUSPOINT DOES NOT AND WILL NOT REIMBURSE THOSE SEEKING TO REPATRIATE THE MORTAL REMAINS OF A SUBSCRIBER. THOSE SEEKING ASSISTANCE WITH THE REPATRIATION OF MORTAL REMAINS OF A QUALIFYING SUBSCRIBER MUST ALLOW FOCUSPOINT TO PAY THE REASONABLE AND CUSTOMARY CHARGES DIRECTLY.

The OxR Subscription Services include:

1. Domestic and international paperwork fees
2. Preparation of the Subscriber's remains for transport
3. Transport container
4. Ground and airline transport of the Subscriber's remains to funeral home of choice
5. One death certificate

G. Cost Coverage for Eligible Emergency Events Benefit

OxR Subscription Services function as a fully funded service guarantee and not an insurance plan; FocusPoint will not reimburse Subscribers for expenses they incur on their own. FocusPoint will, however, address certain required and reasonable "additional costs", incurred by OxR Crisis Consultant(s) during the response to an eligible Emergency Event directly impacting a Subscriber. Necessary expenses needed to satisfy the requirements of the response service are subject to limitations further defined herein. Additional costs that may be required to affect a positive outcome to an eligible Emergency Event include:

1. Emergency evacuation costs due to Political Threat, Terrorism, or Natural Disasters
2. Fees and expenses of an independent interpreter
3. Costs of relocation travel and accommodation
4. Fees and expenses of security personnel temporarily deployed solely and directly for the purpose of protecting Subscribers located in the country where an Emergency Event has occurred.

All costs associated with deploying OxR Crisis Consultant(s) to the impacted location to manage a required response are covered in the OXR Subscription Services fee and not subject to the limitations under "additional costs," i.e., airfare, visas, ground transportation, lodging, meals, etc.

H. Additional Benefits; Covered Activities

OxR Subscription Services provides the aforementioned benefits in connection with certain activities listed below (subject to any limitations described):

- Summer Sports are covered under the OxR Subscription Services.
- Subscribers who engage in *Hazardous Summer Sports* are covered under the Overwatch x Rescue (OxR) Subscription Plan for:

    - *Search and Rescue (SAR) Expenses*, and
    - *Medically necessary evacuation*.
- Coverage is subject to the terms and limitations outlined in this Plan.
- If the Subscriber suffers an emergency or requires medically necessary repatriation due to Hazardous Summer Sports:
    - The Subscriber is entitled to fully funded assistance benefits for both SAR and medically necessary evacuation to the nearest appropriate hospital, as determined by the authorized response provider.
    - The OxR Subscription Plan benefit shall terminate upon the completion of the SAR and/or medically necessary evacuation components, whichever occurs last.
- *Winter Sports* not classified as *Hazardous Winter Sports* are fully covered under the OxR Subscription Plan without restriction.
- Subscribers who engage in *Hazardous Winter Sports* are covered under the OxR Subscription Plan for:
    - *Search and Rescue (SAR) Expenses*, and
    - *Medically necessary evacuation*.
- If the Subscriber suffers an emergency or requires medically necessary repatriation due to Hazardous Winter Sports:
    - The Subscriber is entitled to fully funded assistance benefits for both SAR and medically necessary evacuation to the nearest appropriate hospital.
    - The OxR Subscription Plan benefit shall terminate upon the completion of the SAR and/or medically necessary evacuation components, whichever occurs last.
- The Subscriber's entitlement to SAR Expenses under the OxR Subscription Plan shall cease upon arrival at:
    - The nearest appropriate medical facility, or
    - A designated safe harbor location, following a qualifying SAR Event.
- If medically necessary evacuation is required following SAR:
    - Evacuation services shall continue until the Subscriber has been transported to the nearest appropriate hospital, as determined by the authorized response provider.
    - The OxR Subscription Plan benefit shall terminate upon the completion of the SAR and/or medically necessary evacuation components, whichever occurs last.
- As part of the medical transportation, FocusPoint will make all necessary arrangements for ground or air transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital. FocusPoint will arrange for a medical escort(s) to accompany the Subscriber if medically necessary.
- FocusPoint will arrange the medical transportation of a Subscriber in the event of a medical emergency. Transport will be performed under medical supervision and shall be to the nearest medical facility capable of providing adequate care.
- Following an accident suffered during a qualifying Crisis Event during a qualifying Period of Foreign Travel, and/or qualifying Period of Emergency requiring a Subscriber to obtain medical treatment, FocusPoint, under its sole discretion and consideration, shall arrange, if medically necessary, transportation for a Subscriber from the point of incident to the nearest appropriate medical facility to receive the required medical treatment.
- If a Subscriber dies during a Period of Foreign Travel, FocusPoint will arrange all necessary government authorization, including the cost of any embalming, all the required documentation, a container suitable for transport, and transportation of the remains, to the Subscriber's usual country of residence.
- FocusPoint will provide Translation OxR Subscription Services in all languages via telephone and/or two-way messaging during the response to a qualified emergency where necessary.
- FocusPoint will attempt to transmit an urgent message for a Subscriber to the listed emergency contact in the profile. Messages can be retained for up to fifteen (15) days after the conclusion of the case.
- If a Subscriber is or will be hospitalized during a Period of Foreign Travel for a period in excess of three (3) days or is in critical condition as determined by OxR Medical Staff, FocusPoint will arrange the transportation of one family member or friend designated by the Subscriber from the person's home to the place where the Subscriber is being hospitalized.

FocusPoint will provide ground transportation for the Visit of a Family Member or Friend from the airport to the medical facility where the Subscriber is being hospitalized and provide reasonable lodging at or near the medical facility where the Subscriber is being treated. Lodging will be provided for up to seven (7) days for the Visit of a Family Member or Friend.

- If a Subscriber is accompanied by dependent children, a spouse, or companion, and they are left unattended because of the hospitalization or death of the Subscriber, FocusPoint will arrange and pay for economy class commercial airfare return of the dependent children, spouse or companion to the Subscriber's usual place of residence. If necessary, FocusPoint will also arrange the transportation of a qualified attendant (escort) to accompany dependent children.

V. FOCUSPOINT WILL ARRANGE FOR ONE FAMILY MEMBER, COMPANION, OR TRAVEL ESCORT TO ACCOMPANY THE SUBSCRIBER DURING AN EMERGENCY EVACUATION OR MEDICALLY NECESSARY REPATRIATION WHEN POSSIBLE.SUBSCRIBER RESTRICTIONS AND OBLIGATIONS

A. False Alarms (SOS Activations)

Subscribers are expected to use the satellite texting function and/or SOS function on their Device responsibly and only in true emergency situations. Repeated false alarms will result in the termination of Services and may be subject to penalties by FocusPoint and/or local response agencies.

B. Service Use Restriction

You agree that you will not: (i) engage in any activities through or in connection with the Services that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable by FocusPoint; (ii) reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Services; (iii) engage in any activity that interferes with a user's access to the Services or the proper operation of the Services, or otherwise causes harm to the Services, FocusPoint, or other Subscribers of the Services; (iv) interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on use of or access to the Services or the Content; (v) attempt to gain unauthorized access to the Services, other computer systems or networks connected to the Services, through password mining or any other means; or (vi) otherwise violate these Terms and Conditions.

VI. AVAILABILITY OF THE SERVICES

FocusPoint may immediately suspend or terminate the availability of the Service (and any elements and features of them), in whole or in part, for any reason, in FocusPoint's sole discretion. In the event of a suspension or termination, we will notify you in writing (email being sufficient) at least thirty (30) days before the Service has been suspended.

Without limiting the foregoing, if you take any action that FocusPoint reasonably believes violates these Terms and Conditions, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by applicable law.

VII. OXR SUBSCRIPTION SERVICES LIMITATIONS

A. General Limitations on OxR Subscription Services

The deployment of Crisis Consultants, medical, SAR or security personnel, and associated emergency assistance services are limited to two (2) fully funded responses, per Subscriber, per OxR Subscription Services term. This includes any qualified transportation of mortal remains. Eligible physical responses are limited to ten (10) calendar days of assistance per qualified response.

Due to the high risk of sending personnel into countries where the United States Department of State or relevant foreign government agency has issued travel restrictions, physical response by Crisis Consultants and/or security personnel may be delayed and/or subject to the exclusion in these areas for safety reasons.

In these situations, Subscribers are eligible for crisis consultation and emergency escalation to local emergency services only. Furthermore, any Subscriber that refuses or rejects service from a Crisis Consultant or does not abide by the instructions of the Crisis Consultant, hereby renounces and forfeits Emergency Event benefit.

With respect to any assistance or expense benefit provided to the Subscriber under the terms defined as **Medically Necessary Air Medical Transport,** which is also covered under a valid and collectable workers compensation, business travel accident or employer's liability insurance/protection, the OxR benefits described herein this clause, will apply in excess of such insurance coverage.

B. Limitations on OxR Subscription Services Surrounding Government Authority Travel Advisories and Due Diligence

In the event that a Subscriber elects to travel to locations which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority (being the country where the Subscriber's home or corporate headquarters is located), advises against ALL TRAVEL or advises travelers to leave that location, the Subscriber should follow such instructions. In the event that the Subscriber elects to travel to such locations, they must perform adequate due diligence and take reasonable and appropriate steps to mitigate risks to themselves at all times.

Due regard to all the advice applicable to the travel location must be observed at all times, including but not limited to the employment of security guards (when advised), staying in secure locations, the observance of travel advice and preferred routes, and the avoidance of high-risk locations and public gatherings. In respect of incidents that may occur in locations for which the advice is against ALL TRAVEL, the OxR Subscription Services will only cover "crisis consultation" and emergency escalation to local emergency services only, and "extra expenses" are not covered.

C. Evacuation Due to Political Threat & Natural Disasters

Subscribers must have proper documentation to evacuate from an area impacted by political violence and/or Natural Disasters. FocusPoint is not responsible for obtaining these documents in the event of an evacuation. If air transportation is determined to be the best course of action by the Crisis Consultant(s), the timeframe for transport is dependent on aircraft availability, required permits, and visas for the respective countries and any other factors that may be beyond FocusPoint's control. While FocusPoint makes every effort to accommodate its Subscribers, due to limited space available on an evacuation aircraft, the Subscriber is limited to one small carry-on bag. In most cases, pets will not be allowed on an evacuation aircraft. Subscribers should be prepared to make alternative arrangements for pets during an evacuation due to political violence or Natural Disasters.

D. Security Assistance is not available to OxR Subscribers if and/or when:

1. In respect to Wrongful Detention - any actual or alleged violation of the laws of the host country or a failure to maintain and possess duly authorized and issued required documents and visas occurs, unless FocusPoint determines that such allegations were intentionally false, fraudulent, and

malicious and made solely to achieve a political propaganda or coercive effect upon or at the expense of the Subscriber.

2. A Subscriber is:
    a. Kidnapped by a relative, or as a result of a domestic dispute;
    b. Has had Kidnap insurance canceled or declined in the past; or
    c. Has been Kidnapped in the past.
3. Any Kidnap, or Blackmail and/or Extortion of a OxR Subscriber in their permanent country of residence.
4. War, whether declared or not, between any of the following countries, namely, China, France, the United Kingdom, the Russian Federation and the United States of America, or Europe, other than civil war.
5. Any enforcement action by or on behalf of the United Nations, in which any of the countries stated above or any armed forces thereof are engaged.
6. A Subscriber is determined to be involved in illegal activity.
7. A Subscriber seeks fully funded OxR Subscription Services benefit after traveling to or extending period of stay beyond the Subscriber's travel period at a location where the occurrence of an emergency incident is public knowledge and no longer an unforeseen event. In respect of travel to location where an emergency incident is no longer an unforeseen event, the OxR Subscription Services is limited to cover "emergency consultation" (phone advice) only, and "extra expenses" are not covered.
8. A Subscriber travels for any reason to the countries of ***Iran, Libya, North Korea, Somalia, Sudan, Syria, Afghanistan, Venezuela, and Yemen; or travel to the Arctic and/or Antarctic Circle(s),*** or to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the Subscriber's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location.
9. In respect only to Emergency Events of Political Threats or a Natural Disaster, the Subscribers' failure to notify and/or request advice and/or assistance after a period of ninety-six (96) hours from when the Emergency Event first occurred.
10. The Subscriber's failure to accept and abide by the OxR/FocusPoint consultant's indication, instruction, advice, or directive to shelter in place, safe harbor, or evacuate as a result of a response action to an Emergency Event.
11. With respect to incidents requiring maritime search and rescue and to satisfy requirements of emergency transport under the OxR Subscription Services, the Subscriber must be within a reasonable proximity to a port or shoreline and any expense associated with land, air, or maritime search and rescue, and/or Emergency Relocation shall be deemed excess above and beyond any insurance protection or coordinated official public/governmental authority response.
12. Any Emergency Event request arising from the location of the Subscriber's place of permanent residence as listed in the plan purchase confirmation.

E. <u>This OxR emergency assistance plan does not cover:</u>

1. Loss, destruction, or damage to any property whatsoever, or any loss or expense resulting or arising from any consequential loss
2. Periods while underground or in any open cast mine
3. Any legal liability of nature directly or indirectly caused by or contributed to, by or resulting from:
    a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
    b. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Reimbursement of a Ransom and/or extortion payment
5. Any activity that would violate applicable federal, state, and local laws, rules, regulations, court orders, ordinances, and other legal requirements applicable to the Services.

F. <u>Medical Assistance is not available to Subscribers when requested directly/indirectly as a result of:</u>

1. Traveling against the advice of a physician

2. A Subscriber who is medically discharged from the hospital, or leaves against medical advice and is physically able to travel on their own, is not eligible for medical transport services for the remainder of their trip
3. End-stage chronic obstructive pulmonary disease (COPD)
4. Previous history of congestive heart failure
5. Active cancer treatment
6. Traveling for the purpose of obtaining medical treatment
7. Pregnancy, childbirth, miscarriage, or abortion - when this condition is considered by FocusPoint to require assistance
8. Neuroses, psychoneuroses, psychopathy's, psychoses, mental or emotional diseases or disorders of any type
9. Pre-existing conditions for Subscribers aged 65 and older
10. Repatriation of Mortal Remains as a result of:
    - death by natural causes for Subscribers aged 65 or older who purchased or are eligible for benefit by an affinity program or a valid travel/trip or medical insurance/protection that covers mortal remains expense
    - In respect of this limitation: this travel assistance plan is limited to cover "crisis consultation" (phone advice) only, and "extra expenses" are not covered
11. A Subscriber who has a diagnosis of, or is suspected of having, a Biosafety Class Level 3 (and above) pathogen as classified by either the Centers for Disease Control and Prevention (CDC) or the National Institutes of Health (NIH) will not be transported.
12. Intentional self-inflicted injuries, attempted suicide or being in a state of insanity
13. The Subscriber's deliberate exposure to extraordinary danger (except in an attempt to save human life)
14. A Subscriber on an organ transplant list prior to enrollment will not be eligible for transport for that transplant
15. A Subscriber with tuberculosis or other chronic airborne pathogens will not be transported.
16. The Subscriber riding or being a passenger in any 2, 3, or 4 wheeled mechanically powered motorcycle, quad, or scooter that is involved in any kind of race or endurance test for which there is a financial reward or prize money involved
17. Traveling in any aircraft, which is being used for crop-dusting, seeding, skywriting, or racing.
18. Hazardous Occupations
19. The Subscriber is under the influence of alcohol or has taken drugs or narcotics, or any poison, chemical compound, gas, or fumes unless prescribed by a legally qualified physician or surgeon
20. Bodily Injury or sickness occasioned by or occurring while the Subscriber is committing or attempting to commit a felony or to which a contributing cause was the Subscriber being engaged in an illegal activity
21. Dental treatment except as a result of accidental Injury to sound natural teeth
22. Any non-emergency treatment or surgery, routine physical examinations, hearing aids, eyeglasses, or contact lenses
23. Bodily Injury or sickness sustained while in any of the armed forces (land, sea, or air) of any country or international authority
24. Any Injury, illness, or condition existing at the time of enrollment where inpatient medical care has already been scheduled or recommended by a health care provider
25. In the event that the Subscriber elects to travel to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the Subscriber's home or corporate headquarters is located; advises against all travel or advises travelers to leave that location
26. A Subscriber travels for any reason to the countries of: ***Iran, Libya, North Korea, Somalia, Sudan, Syria, Afghanistan, Venezuela, and Yemen; or travel to the Arctic and/or Antarctic Circle(s),*** or to any location which the United States Department of State, and/or the Foreign Office of Canada and/or the British Foreign Office and/or similar authority, being the country where the Subscriber's home or corporate headquarters is located; advises against ALL TRAVEL or advises travelers to leave that location.
27. War or any act of war, whether war is declared or not, or any invasion of any kind.
28. Any loss or expense resulting or arising from, or any consequential loss or any legal liability of nature directly or indirectly caused by or contributed to, by or arising from any of the following:

- Ionizing radiations or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel
- The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

29. The Subscriber's failure to notify and/or request advice and assistance after a period of ninety-six (96) hours from when the Emergency Event first occurred; unless it is reasonable to believe that the Subscriber is not physically able to request advice or assistance
30. The Subscriber's failure to accept and abide by the OxR/FocusPoint consultant's indication, instruction, advice, or directive to shelter in place, safe harbor, or evacuation as a result of a response action to an Emergency Event
31. Any medical assistance benefit request arising from the location of the Subscriber's place of permanent residence or work as listed in the plan purchase confirmation.

VIII. OXR SUBSCRIPTION SERVICE FEATURES

A. MOBILE APP TERMS

FocusPoint may make available for download certain App updates or upgrades to the App to update, enhance or further develop the App ("**App Updates**", included in the definition of "App"). The license granted herein allows you to download and use the App Updates to update the App on any device that you own or control. These Terms and Conditions do not allow you to update devices that you do not own or control, and you may not make the App Updates available over a network where it could be used by multiple devices or multiple computers at the same time. You may not make any copies of the App Updates, unless such copy is authorized in writing by FocusPoint.

Except as and only to the extent permitted by applicable law, or by licensing terms governing use of open-sourced components included with the App, you may not copy, decompile, reverse engineer, disassemble, adapt, translate, modify, or create derivative works of the App, App Updates, any content included therein, or any part thereof or attempt to determine any source code, algorithms, methods or techniques embodied by the App, App Updates, or any derivative works thereof. Any attempt to do so is a violation of the rights of FocusPoint and its licensors of the App and App Updates. If you breach this restriction, you may be subject to prosecution and damages. By storing content on your device, you are making a digital copy. In some jurisdictions, it is unlawful to make digital copies without prior permission from the rights holder. The App and App Updates may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce.

To the fullest extent permitted by applicable law and within relevant markets, FocusPoint may, at its discretion, automatically download App Updates to your device. You agree to accept these App Updates, and to pay for any costs associated with receiving them. The App and App Updates are subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the App and App Updates. These laws include restrictions on destinations, end users and end use.

For Apple iOS Users: You, the end-user of any mobile application provided by FocusPoint, acknowledge that the Terms and Conditions are entered into by and between FocusPoint and you and not with Apple, Inc. Notwithstanding the foregoing, you acknowledge that Apple, Inc. and its subsidiaries are third-party beneficiaries of these Terms and Conditions and that Apple, Inc. has the right (and is deemed to have accepted the right) to enforce these Terms and Conditions. You acknowledge that Apple, Inc. has no obligation whatsoever to furnish any maintenance and support services with respect to the App. You acknowledge that you have reviewed the App Store Terms and Conditions (located online at http://www.apple.com/legal/itunes/us/terms.html#APPS). These Terms and Conditions incorporates by reference the Licensed Application End User License Agreement (the "LAEULA") published by Apple, Inc. (located online at http://www.apple.com/legal/itunes/appstore/dev/stdeula/).

For purposes of these Terms and Conditions, the App is considered the "Licensed Application" as defined in the LAEULA and FocusPoint is considered the "Application Provider" as defined in the LAEULA. If any of these Terms and Conditions conflict with the terms of the LAEULA, the terms of these Terms and Conditions shall control. By downloading the App from Google Play (or its successors) operated by Google, Inc. or one of its affiliates ("Google"), you specifically acknowledge and agree that to the extent of any conflict between (a) the Google Play Terms of Services and the Google Play Business and Program Policies or such other terms which Google designates as default end user license terms for Google Play (all of which together are referred to as the "Google Play Terms"), and (b) the other terms and conditions in these Terms and Conditions, the Google Play Terms shall apply with respect to your use of the App that you download from Google Play. You hereby acknowledge that Google does not have any responsibility or liability related to compliance or non-compliance by FocusPoint or you (or any other user) under these Terms and Conditions or the Google Play Terms.

B. WIRELESS AND MESSAGING FEATURES

The OxR Subscription Service may offer certain features and services via your Device. Features and services may include the ability to access the OxR Subscription Service's features, and receive messages from the OxR Subscription Service, and download the App to your wireless Device (collectively, "Wireless Features"). We may send you communications through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features in accordance with our Privacy Notice. If you have registered via the OxR Subscription Service for Wireless Features, then you agree to notify FocusPoint of any changes to your wireless contact information (including phone number) and update your accounts on the OxR Subscription Service to reflect the changes. If the OxR Subscription Service includes push notifications or other mobile communication capability, where required by law, we will ask you to approve our delivery of electronic communications directly to your mobile Device. Otherwise, where permissible, by accepting these Terms and Conditions, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications may be delivered to your Device even when the OxR Subscription Service is running in the background. You may have the ability, and it is your responsibility, to adjust the notifications you do, or do not, receive via your Device through your Device and/or App settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features, and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.

IX. OXR SUBSCRIPTION SERVICE CONTENT, OWNERSHIP, LIMITED LICENSE, AND RIGHTS OF OTHERS

A. Content

The OxR Subscription Service contains a variety of: (i) materials and other items relating to FocusPoint and its products and services, and similar items from our licensors and other third parties, including all text, data, files, images, scripts, designs, graphics, button icons, instructions, URLs, technology, software, interactive features, the "look and feel" of the OxR Subscription Service, and the compilation, assembly, and arrangement of the materials of the OxR Subscription Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of FocusPoint (collectively, "**Trademarks**"); and (iii) other forms of intellectual property (all of the foregoing, collectively "**Content**").

B. Ownership

The OxR Subscription Service and the Content are owned or controlled by FocusPoint and our licensors and certain other third parties. All right, title, and interest in and to the Content available via the OxR Subscription Service is the property of FocusPoint or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and other rights and laws globally to the fullest extent possible. FocusPoint owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the OxR Subscription Service.

C. Rights of Others

In using the OxR Subscription Service, you must respect the intellectual property and other rights of FocusPoint and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. FocusPoint respects the intellectual property rights of others.

D. Reservation of All Rights Not Granted as to Content and OxR Subscription Service

These Terms and Conditions include only narrow, limited grants of rights to Content and to use and access the OxR Subscription Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. All rights not expressly granted to you are reserved by FocusPoint and its licensors and other third parties. Any unauthorized use of any Content or the OxR Subscription Service for any purpose is prohibited.

X. NOTICES, QUESTIONS, AND CUSTOMER SERVICE

You agree to promptly notify us if you change your contact information through updating your account registration information as needed.

We may amend these Terms and Conditions from time to time. Every time you wish to use our Services, please check these Terms and Conditions to ensure you understand the terms that apply at that time. We will notify you of any significant changes before they take effect through any reasonable means, including by email.

All legal notices to us must be sent to rescue@wwfocus.com.

If you have any questions about these Terms and Conditions or a question regarding using the OxR Subscription Service, you may contact FocusPoint by sending an email to rescue@wwfocus.com.

XI. CONSENT TO RECORD COMMUNICATIONS

To the fullest extent permitted by applicable law and within relevant markets, FocusPoint, at its discretion, may monitor or electronically record communications between its employees or designated representatives and you as a Subscriber. By enrolling as a Subscriber, you specifically authorize communications involving you and to which you are a party to be recorded and utilized for quality control or other purposes.

XII. PRIVACY

For information about how we collect, use, and disclose your data, please see our Privacy Notice.

THE FOLLOWING PROVISIONS IN SECTIONS XIII-XVII APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

XIII. DISPUTE RESOLUTION

Please read this section carefully as it applies to you only to the extent Your usual place of residence permits binding arbitration in contracts between parties and may affect rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms and Conditions.

A. Binding Arbitration

This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms and Conditions, your use of the App, and your relationship with us. Any dispute or claim arising out of or relating to these Terms and Conditions, including issues of validity, termination, and/or arbitrability, as well as use of the App and your relationship with FocusPoint or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration.

B. Arbitration Procedures

1. Informal Dispute Procedures

For all disputes, whether pursued in court or arbitration, you must first send a letter (by first class or registered mail) with a written description of your claim to our Legal department Attn: Legal Dept., at 13680 NW 5th Street, Suite 230, Sunrise, FL 33325 to allow us an opportunity to resolve the dispute ("Claim Notice"). You and FocusPoint each agree to negotiate your claim in good faith. Both you and FocusPoint agree that the dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party. You may request arbitration if your claim or dispute cannot be resolved within 60 days from the date we receive the Claim Notice.

To the extent you cannot resolve any dispute through the informal dispute resolution procedure described above, a dispute shall be resolved through binding individual arbitration. You agree that the arbitration of any dispute or claim shall be conducted in accordance with the Commercial Rules of the American Arbitration Association ("AAA"), as modified by these Terms and Conditions. The AAA Rules and information about arbitration and fees are available online at www.adr.org or by calling the AAA at (800) 778-7879. You and FocusPoint agree that these Terms and Conditions evidence a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law and will not be governed by state law. The seat, or legal place, of any arbitration will be Cleveland, Ohio but hearings may be held in a reasonably convenient location in the jurisdiction in which you reside or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms and Conditions as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

2. Costs of Arbitration

Payment of all filing, administration and arbitrator fees will be governed by AAA Rules. Each party will bear the filing fees, fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, for claims under $10,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, bad faith or with an improper purpose, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

C. Class Action Waiver and Jury Waiver

You may only bring claims in your individual capacity and on your own behalf, and no claims you bring may be joined or consolidated with any claims brought by any other party, without the written consent of all parties, regardless of venue. You further understand that by agreeing to these Terms and Conditions, you expressly waive your right to a jury trial, to participate in or bring class, collective, or mass action, private attorney general action, or any other proceeding brought against us by someone else.

XIV. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

AS PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS AND YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. Therefore, to the fullest extent permissible by applicable law, FocusPoint and its direct and indirect parents, subsidiaries, affiliates and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, subscribers, successors, and assigns (collectively, "**FocusPoint Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, the Services (including the Content).

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A FOCUSPOINT PARTY, AS PERMITTED BY APPLICABLE LAW, FOCUSPOINT PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) ANY EXPRESS, WRITTEN PRODUCT WARRANTY OR RELATED DISCLAIMERS THAT ARE PROVIDED BY FOCUSPOINT PARTIES OR THEIR SUPPLIERS WITH REGARD TO A PHYSICAL PRODUCT SOLD BY FOCUSPOINT PARTIES TO YOU, OR ANY WARRANTY ON A PHYSICAL PRODUCT TO THE EXTENT REQUIRED BY APPLICABLE LAW; (II) FOCUSPOINT PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY FOCUSPOINT PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (III) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST FOCUSPOINT PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

XV. LIMITATIONS OF OUR LIABILITY

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL ANY FOCUSPOINT PARTIES BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS OR DAMAGES, for any SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, LOST PROFITS, OR CONSEQUENTIAL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to the operation of, or your access and use of the Services (including the Content), including without limitation:

i) your use of or inability to use the Services, or the performance of the Services;
ii) any action taken in connection with an investigation by FocusPoint Parties or law enforcement authorities regarding your access to or use of the Services;
iii) any action taken in connection with copyright or other intellectual property owners or other rights owners;
iv) any errors or omissions in the Services's technical operation or security or any compromise or loss of your data or information; or
v) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

As permitted by applicable law, the foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if FocusPoint Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Services).

AS PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FOCUSPOINT PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID FOCUSPOINT IN THE PAST TWELVE (12) MONTHS, IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY A MANUFACTURER OF A PHYSICAL PRODUCT.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ABOVE LIMITATIONS AND EXCLUSIONS TO LIABILITY APPLY REGARDLESS OF THE TYPE OF DAMAGES OR CLAIMS, INCLUDING, WITHOUT LIMITATION, DAMAGES OR CLAIMS RELATED TO (I) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF DATA; OR (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR (III) ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR RECORDS, PROGRAMS, OR SERVICES, OR (IV) OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE WEBSITE. YOU AGREE THAT THIS LIMITATION APPLIES EVEN IF FOCUSPOINT, ITS AFFILIATES, ANY LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE WEBSITE IS NEGLIGENT OR HAS BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES.

NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT EXPAND OR LIMIT (I) FOCUSPOINT PARTIES' LIABILITY FOR PERSONAL INJURY TO YOU CAUSED BY FOCUSPOINT PARTIES TO THE EXTENT NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (II) ANY CAUSE OF ACTION YOU MAY HAVE AGAINST FOCUSPOINT PARTIES THAT IS NOT WAIVABLE OR CANNOT BE LIMITED UNDER APPLICABLE LAW.

THE PARTIES AGREE THAT THE EXCLUSIONS OF REMEDIES AND LIMITATIONS SPECIFIED IN THIS SECTION ARE ESSENTIAL TERMS, WITHOUT WHICH THE SERVICES WOULD NOT BE OFFERED, ARE A REASONABLE ALLOCATION OF RISK AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT THE ABOVE LIMITATION OF LIABILITY IS RESTRICTED UNDER LAW, THE ABOVE LIMITATION SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED UNDER SUCH LAW.

XVI. WAIVER OF CERTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF

AS PERMITTED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY FOCUSPOINT OR A LICENSOR OF FOCUSPOINT. HOWEVER, SUCH SHALL NOT LIMIT YOUR ABILITY TO SEEK OTHER EQUITABLE RELIEF, SUBJECT TO THESE TERMS AND CONDITIONS.

XVII. INDEMNITY

As permitted by applicable law, you agree to, and you hereby, defend (if we request), indemnify, and hold FocusPoint Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any FocusPoint Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your use of the Services and your activities in connection with the Services; (ii) your breach or alleged breach of these Terms and Conditions; (iii) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Services or your activities in connection with the Services; (iv) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (v) any misrepresentation made by you; and (vi) FocusPoint Parties' use of the information that you submit to us subject to our Privacy Notice ("**Claims and Losses**").

You will cooperate as fully required by FocusPoint Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, FocusPoint Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. FocusPoint Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a FocusPoint Party. This section is not intended to limit any causes of action against us that you may have that are not waivable under applicable law.

XVIII. INTERPRETATION; CHOICE OF LAW

These Terms and Conditions will be governed by and construed in accordance with, and any Dispute and Excluded Dispute(s) will be resolved in accordance with, the laws of the State of Ohio without regard to its conflicts of law provisions that might apply the laws of another jurisdiction. However, any question as to whether a Dispute is subject to the binding arbitration agreement for U.S. Subscribers is to be decided by applying the provisions of the Federal Arbitration Act, Title 9 of the U.S. Code.

To the fullest extent allowed by law, you and we agree that if any claim or cause of action arising out of or relating in any way to the Services or these Terms and Conditions has a statute of limitations in excess of two years, such claim or cause of action must be filed within two years after the claim or cause of action accrued or it will be forever barred.

To the fullest extent allowed by law, you and we agree to submit to the exclusive jurisdiction of the state or federal courts located in Cleveland, Ohio, and waive any jurisdictional, venue, or inconvenient forum objections to such courts for any claim or cause of action arising out of or relating in any way to the Services or these Terms and Conditions.

NOTHING IN THIS SECTION AFFECTS YOUR RIGHTS AS A CONSUMER TO RELY ON AND BENEFIT FROM ANY MANDATORY PROVISIONS OF LOCAL LAW, INCLUDING, AS PERMITTED BY LAW, YOUR RIGHT TO BRING A CLAIM IN THE COURTS THE COUNTRY IN WHICH YOU ARE RESIDENT.

XIX. DEVICES AND CONNECTIVITY

We do not promise or warrant that the application provided by FocusPoint to utilize the Services or any other application used in connection with the Services will be compatible with other third-party application, software or device, nor do we promise or warrant that operation of the Services and the associated applications will not damage or disrupt other applications, software or hardware.

You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Services and you will be responsible for all charges related to them. You further agree to look solely to the entity that manufactured and/or sold you the Device for any issues related to the Device and its compatibility with the Services.

By using the Services, you agree that FocusPoint may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Services (e.g., save content, access data, enable services, etc.)

You must have satellite, cellular, or Wi-Fi connectivity to use the Services, the cost and provisions of which is your responsibility. The quality of the Services may vary from Device to Device, and may be affected by a variety of factors, such as your Device type, your location, the bandwidth available through and/or speed of your Internet connection. FocusPoint makes no representations, promises or warranties about the quality of your Services experience on your Device or the ability of any Device to access or display the Content. In order to stream or download Content, your equipment must meet certain system requirements, including but not limited to having high-speed Internet access.

Any issues related to the Services and/or FocusPoint applications, including any system requirements, are covered and (to the extent permissible by applicable law) limited by this Agreement. Please refer to the **Disclaimer of Representations and Warranties** and **Limitations of Liability** provisions set forth in these Terms and Conditions.

XX. CONSENT TO ELECTRONIC CONTACTING AND RECEIVING ELECTRONIC RECORDS

To the maximum extent permitted under applicable law, when you use our Services, including signing up to receive email or text messages, you consent to receive electronic records from us and consent to us contacting you electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Services it is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Services, other than to read these Terms and Conditions and Privacy Notice, constitutes agreement to the Terms and Conditions, then posted without further action by you. In order to withdraw your consent, update your contact information, or obtain paper copies of electronic records, you must contact us at rescue@wwfocus.com and stop using the Services. If you withdraw your consent, you will be removed from any email or text message program. If there is a cost to provide you with paper copies of electronic records, we will disclose that to you prior to sending you electronic records. Your consent to receive electronic records applies to your use of the Services, including any email or text message programs. Your devices must be able to review websites and electronic documents, receive email, or receive text messages to receive electronic records, depending on whether you are using the Services, or subscribing to email or text messages.

XXI. INVESTIGATIONS; COOPERATION WITH LAW ENFORCEMENT; TERMINATION; SURVIVAL

You agree that FocusPoint shall, as permitted by applicable law, have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of its Services security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and Conditions or any potential harm to our Subscribers or third parties, (iii) use any information obtained by FocusPoint in accordance with its Privacy Notice in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by FocusPoint to comply with law enforcement requests or legal requirements in accordance our Privacy Notice, (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing matters, (v) prosecute violators of these Terms and Conditions, and (vi) discontinue the Services, in whole or in part, suspend or terminate your access to it, in whole or in part, including any user Accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to FocusPoint under these Terms and Conditions.

Upon suspension or termination of your access to the Services, or upon notice from FocusPoint, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately discontinue use of the Services. The provisions of these Terms and Conditions, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to FocusPoint in these Terms and Conditions, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury waiver, and mandatory arbitration.

XXII. ASSIGNMENT

FocusPoint may assign its rights and obligations under these Terms and Conditions and, in whole or in part, to any party at any time. We will ensure that the transfer will not affect your rights under these Terms and Conditions and where appropriate and required by applicable law we will provide you with notice. These Terms and Conditions may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of FocusPoint.

XXIII. SEVERABILITY; INTERPRETATION

If any provision of these Terms and Conditions, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms and Conditions, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms and Conditions (which will remain in full force and effect). To the extent not prohibited by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms and Conditions, the word will be deemed to mean “including, without limitation.” The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms and Conditions.

XXIV. ENTIRE AGREEMENT; NO THIRD-PARTY RIGHTS; NO WAIVER

The Terms and Conditions contained herein, and any amendments thereto constitute the entire agreement between FocusPoint and you as an OxR Subscription Subscriber with regard to the subject matter and supersede all previous understandings and agreements, whether oral or written. The Terms and Conditions may not be altered, varied, or modified in any way except in writing by FocusPoint.

These Terms and Conditions are between you as an OxR Subscription Subscriber and us. Nobody else can enforce it.

Except as expressly set forth in these Terms and Conditions: (i) no failure or delay by you or FocusPoint in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms and Conditions, will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

XXV. CONTACT US

If you have questions, you may contact us at:

Attention: Customer OxR Subscription Service

Email: info@wwfocus.com