



## Subscriber Services Agreement

Present this to your InRoomMD provider

**866-909-7666**

Order ID	53	City	Chicago
Subscription Length	7 day	Phone	5551212
Arrival Date	8/09/2008	Email	jon@mcguirefamily.net
Valid Through	8/15/2008	Program	BeWell- 7 Day

### Traveler Information

Traveler ID	First	Last	DOB	Gender
11	Jon	McGuire	4/24/1969	Male
12	Michelle	McGuire	1/01/1971	Female
13	Jason	McGuire	3/08/1997	Male
14	Megan	McGuire	11/05/1993	Female
15	Amber	McGuire	2/28/1992	Female

**IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, DO NOT WAIT!  
CALL 911 AND HOTEL SECURITY OR GO DIRECTLY TO THE  
NEAREST EMERGENCY ROOM IMMEDIATELY!**

*Reminder: Don't forget your prescription medication, eyeglasses and/or contact lenses.*

Prescription Medications: \_\_\_\_\_  
Rx Name      Dosage                      Rx Name      Dosage                      Rx Name      Dosage

EyeGlasses/Contact Lenses: \_\_\_\_\_  
Rx: Left Eye                      Rx: Right Eye                      Doctor Name                      Doctor Phone

Medication Allergies: \_\_\_\_\_

For active subscribers needing access to healthcare services 24 hours-a-day, 7 days-a-week, 365 days-a-year, call:

**866-909-7666**

Please have the following information available:

1. This document
2. Your name
3. Room number & telephone number
4. Name of room registrant
5. Picture Identification

# InRoomMD Services

## TELEPHONE CONSULTATIONS

24-hour-a-day live PHYSICIAN, telephone medical consultations. As an InRoomMD member unlimited live telephone consultations are provided to you at NO CHARGE.

## IN-ROOM PHYSICIAN VISITS

24 hour-a-day in-room physician "house calls" (generally within one (1) hour) by an American trained board certified medicine physician, no nurse practitioners or physician assistants. Once seen by an InRoomMD physician, that same physician will provide any necessary continued followup throughout your visit. As an InRoomMD subscriber, in-room physician visit are provided to you at a nominal one-time \$20.00 charge.

## PHYSICIAN PRESCRIBED MEDICATIONS

Available Monday-Saturday 9:00am-6:00pm and Sunday 9:00am-12:00pm for deliveries of any InRoomMD "house call" physician's prescribed medications. If you need any medications as a result of your in-room evaluation, the InRoomMD Prescription Drug Service will deliver the Rx to the concierge desk located in your hotel. As an InRoomMD Subscriber physician prescribed medications are provided to you and delivered to you at NO CHARGE.

## LOST OR FORGOTTEN PRESCRIPTION MEDICATIONS

Available Monday-Saturday 9:00am-6:00pm and Sunday 9:00am-12:00pm for deliveries of lost or forgotten medications. A supply equal to your stay (up to 7 days) will be provided. There is a one time nominal \$20.00 charge for the cost of the medication(s). As an InRoomMD Subscriber, our physician prescribed medications are delivered to your hotel at NO CHARGE.

## EXPRESS TRIAGE AND HOSPITAL REFERRAL

Subscribers receive unlimited access to 24 hour-a-day physician conducted continuity of care. Once seen by an InRoomMD physician, that same physician will provide any necessary continued follow-up throughout your visit. As an InRoomMD subscriber, simply call our Subscriber Services Center.

## OPTIONAL SERVICES

Additional services may be purchased separately, including: Travel Dialysis Scheduling, Oxygen Respiratory Rentals, Wheelchair/Motorized Scooter Rentals, and Trip Protection. Visit our website for more information about these services.

## LOST OR FORGOTTEN EYE GLASSES OR CONTACT LENSES

Available Monday - Saturday 9:00 am- 6:00 pm. If you lose or forget your eyeglasses or contact lenses you will be provided with an inexpensive replacement pair delivered to you at your hotel seen by an InRoomMD physician, that same physician will provide any necessary continued followup within 24 hours. There is a one-time nominal \$20.00 charge for eyeglasses or contact lenses. As an InRoomMD Subscriber, the delivery of eyeglasses and contact lenses are provided to you at NO CHARGE.

## EMERGENCY DENTAL CARE

Available Monday - Friday from 9:00 am to 6:00 pm and Saturday from 9:00 am to 12:00 pm: emergency dental care administered by credentialed dentists. Within 3 hours of contacting Subscriber Services an emergency dental appointment will be scheduled for you at the dentist's office. As an InRoomMD Subscriber the following emergency dental procedures are covered at a one-time nominal \$20.00 charge: broken crown, abscess tooth, broken tooth, and broken denture.

## EMERGENCY CHIROPRACTIC REFERRAL

Available Monday - Saturday 9:00am to 6:00 pm. A guaranteed appointment for your choice of an in-room or chiropractic office visit provided by a qualified chiropractor. You will be responsible for the cost of the InRoomMD negotiated discounted cost for any chiropractic visit. As an InRoomMD Subscriber a chiropractor will visit you in your hotel room at your request.

## MEDICAL SPECIALIST REFERRAL

24 hour-a-day referral to qualified board certified medical specialists. InRoomMD's physicians will assist you in identifying and scheduling an appointment with a medical specialist. The costs of any specialist visit or procedures are NOT covered by InRoomMD and are the responsibility of the Subscriber or the Subscriber's primary health insurance coverage. Medical Specialist Referral is provided at NO CHARGE.

## CONTINUITY OF CARE

24 hour-a-day Express Emergency Triage and referral to area hospitals for emergency evaluation and treatment. Expenses incurred are NOT covered by InRoomMD and are the responsibility of the Subscriber or the Subscriber's primary health insurance coverage. Express triage and hospital referral is provided at NOCHARGE.

## Terms and Conditions of InRoomMD Travel Healthcare Concierge Program

**Agreement.** This Agreement governs each Subscriber's use of the InRoomMD Travel Healthcare Concierge Program (the "Program"). By enrolling in the Program, Subscriber agrees to abide by and be bound by the following terms and conditions:

**Enrollment.** This Agreement shall become effective upon InRoomMD's acceptance of Subscriber's enrollment application and receipt of payment of the enrollment fee in full. Enrollment will be denied if, for any reason not the fault of InRoomMD, the completed application form and payment are not received prior to Subscriber's arrival at his or her travel destination. To be eligible for the Program, Subscribers must reside a minimum of one-hundred (100) miles from their destination city and subscribe a minimum of 72 hours prior to trip departure. Enrollment applications from applicants who reside within 100 miles of their travel destination will be denied.

**Services.** InRoomMD will provide only those Services specifically identified in this Agreement. Subscriber will be provided with a toll free telephone number to contact Subscriber Services 24 hours-a-day to request Services during the period of enrollment. InRoomMD shall have no obligation to provide any features or Services not specifically identified in this Agreement. Subscriber acknowledges that he/she has read the Description of Services referenced above and understands that the Services available through the Program are limited to these identified services. Subscriber understands that the Program does not include any of the following services: Emergency room care and treatment, surgery, medical specialist or chiropractic services, general dental care (except as outlined in the Description of Services), orthodontic services, ophthalmologic services, optometric services (except as outlined in the Description of Services), hospital emergency care, in-hospital care or any other services not included in the Description of Services provided by InRoomMD.

**Enrollment Term.** The period of Subscriber's enrollment in the Program (hereinafter referred to as the "Enrollment Term") begins on the date/time of arrival at Subscriber's travel destination ("Activation Date"), and terminates on either Subscriber's departure date/time or at 11:59 p.m. on the last day of Subscriber's Enrollment Term, whichever occurs earlier. InRoomMD has no obligation to provide or pay for any Services to any Subscriber after termination of his/her Enrollment Term, unless Subscriber re-enrolls in the Program and pays the appropriate enrollment fee.

**No Assignment.** Subscriber may not assign or transfer this Agreement, or Subscriber's rights hereunder, to any other person or entity.

**Variation of Services.** The Services provided by InRoomMD may vary in some States. InRoomMD providers are subject to change without notice. The plan may be discontinued or modified at anytime for new Subscribers. Subscriber may cancel his/her enrollment in the Program if any material modification in the Program is made prior to or during Subscriber's Enrollment Term. Should Subscriber choose to cancel his/her enrollment, InRoomMD's liability to Subscriber shall be limited to a refund of the enrollment fees paid for the period following the modification. The Program cannot be used in conjunction with any other program.

**Not Insurance.** The Program is not insurance. InRoomMD Subscribers receive only the specific Services detailed in this Agreement. InRoomMD's only obligation under this Agreement is to provide the Services specifically outlined in this Agreement and only to the extent described herein.

**Intellectual Property.** Title to all copyright, trademark and other intellectual property rights in and to InRoomMD and the Program, and any copies of the Program's Services, are owned by InRoomMD, Inc. By enrolling in the Program, Subscriber agrees not to assert any intellectual property rights in or to the Program or Services. Subscriber must treat the Program and Services as any other material protected by copyright, trademark and other intellectual property rights. Subscriber agrees not to reproduce, display or distribute any information, data, photographs or images contained in this Agreement, the InRoomMD website, or in any literature, advertisements or promotional material of InRoomMD, whether or not for profit, without the express consent of InRoomMD.

**Providers.** InRoomMD participating providers ("Providers") are independent contractors. InRoomMD screens such Providers to assure that all possess appropriate credentials and qualifications to provide goods and services to Subscribers. InRoomMD does not otherwise guarantee nor is responsible for the quality of Services or products provided to Subscribers by the Providers.

**Administration.** InRoomMD may delegate its responsibilities to administrators it may appoint as it deems reasonably necessary to perform its obligations under the Program. Any administrators appointed by InRoomMD are independent contractors; they are not employees, partners or joint venturers with InRoomMD.

**Personal Information:** All personal information submitted by Subscriber to InRoomMD through the Program is governed by the InRoomMD Privacy Policy and shall be handled by InRoomMD in compliance with HIPAA standards.

**Disclaimers.** In no instance will InRoomMD assume any liability or financial responsibility for any services that are obtained or provided by anyone other than an InRoomMD contracted provider, and only then within the scope of the Services outlined in this Agreement. InRoomMD's Providers provide in-room physician visits and prescribe medication that they deem medically necessary. InRoomMD's Providers do not provide in-room physician visits or prescribe medication that are considered elective (e.g., erectile dysfunction, diet medication). InRoomMD and its Providers reserve the sole right to determine medical necessity in accordance with the Medical Community Standards of Care. InRoomMD shall have no responsibility, liability or payment obligation for hospital care or any kind or nature of for services performed by chiropractors, medical specialists, or emergency room physicians or staff (collectively, "Independent Providers") to which

a Subscriber is referred by InRoomMD. Subscriber understands and acknowledges that referrals to such Independent Providers are provided to Subscriber by InRoomMD as part of the Services of the Program, but that the services provided by the Independent Providers to Subscriber are outside the scope of the Services available through the Program. InRoomMD receives no financial compensation for referrals to Independent Providers. In no event shall InRoomMD be liable to Subscriber for any acts or omissions of distributors or sub-distributors of the Program. Further, InRoomMD shall not be liable to Subscriber for any failure or delay in the provision of Services hereunder, and any such delay or failure shall for all purposes be excused, when such delay or failure is caused by governmental regulations (whether or not valid), fire, strike, weather, acts of God, differences with employees or independent contractors, war, flood, accident, traffic, shortage of products or transportation, or any other cause or causes beyond the reasonable control of InRoomMD.

**Waiver, Release, Limitation of Liability.** Subscriber hereby releases and forever waives any and all claims Subscriber may have against InRoomMD, its officers, directors, administrators, employees, agents, or consultants, for losses or damages Subscriber sustains in connection with his/her use of the Program or Services. In no event shall InRoomMD, its officers, directors, administrators, employees, agents, consultants or any third parties be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death) resulting from the use of or inability to use the Program or Services, whether based on warranty, contract, tort, or any other legal theory, and whether or not InRoomMD is advised of the possibility of such damages. Notwithstanding the foregoing, INROOMMD SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY SUBSCRIBER, NOT TO EXCEED THE ENROLLMENT FEES PAID BY SUBSCRIBER FOR THE SERVICES, INFORMATION OR REFERRALS PROVIDED. Remedies under this Agreement are exclusive and are limited to those expressly provided for in this Agreement.

**Refund Policy.** Subscriber may cancel this agreement for any reason within three (3) days of enrollment and receive a refund of the enrollment fee. Subscriber may cancel this agreement any time up to twenty four (24) hours prior to the Activation Date of his or her Enrollment Term and receive a refund of the enrollment fee if Subscriber's trip to his or her travel destination is cancelled. To cancel a subscription and receive a refund of the enrollment fee, Subscriber must timely submit a notice of cancellation to InRoomMD via facsimile, U.S. Mail or e-mail prior to the cancellation deadlines set forth above. In the case of a cancellation of Subscriber's trip, Subscriber must also submit written verification of such cancellation. A five dollar (\$5.00) processing fee will be charged for all subscription cancellations. Except in the event the Program is materially modified during Subscriber's Enrollment Term, as provided above, absolutely no refunds will be given (i) if Subscriber cancels the subscription or requests a refund after the Activation Date, or (ii) if Subscriber enrolls in the Program within twenty four (24) hours of departure.

**Entire Agreement:** This is the entire agreement between Subscriber and InRoomMD. Any representation, warranty, promise, or condition not expressly stated herein shall not be binding upon the parties. This Agreement, including all attachments, schedules or exhibits may be amended only in writing expressing an intent to modify this Agreement. The parties agree that they will make no claim at any time or place that this Agreement has been orally altered or modified.

**Legal:** This Agreement and its interpretation and enforcement shall be governed and controlled by the laws of the State of Nevada. Subscriber expressly agrees that exclusive jurisdiction for any dispute with InRoomMD, or in any way relating to this Agreement or Subscriber use of the Program, resides in the courts of the State of Nevada, and Subscriber further agrees and expressly consents to the exercise of personal jurisdiction in the courts of the State of Nevada in connection with any such dispute including any claim involving InRoomMD or its affiliates, subsidiaries, administrators, employees, contractors, officers, directors or providers. No waiver of any of this Agreement shall be deemed a further or continuing waiver of such term or condition or any other term or condition. If any part of this Agreement is held to be unenforceable or void for any reason, it shall be severed from this Agreement, which shall not affect the validity of the remaining provisions. The following provisions survive the expiration or termination of this Agreement for any reason whatsoever.

**ERISA:** In the event that the Employee Retirement Income Act of 1974 ("ERISA") applies Members benefits under the plan, this Agreement is not intended to make InRoomMD, or its administrators, a plan Administrator or fiduciary within the meaning of ERISA.

**Effect of Any Ambiguity:** The parties have intended to draft a clear and unambiguous document. In the event that they have been unsuccessful, any ambiguity is to be resolved without resort to the presumption that either party drafted any particular section and that any ambiguities in that specific section should thus be construed against that party.

**No Third Party Beneficiaries:** There are no persons who are intended by the parties to be third party beneficiaries under this Agreement and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party.

**Arbitration:** Any dispute arising from or related to this Agreement shall be resolved by binding non-appealable private arbitration conducted in accordance with the rules of the American Arbitration Association in Las Vegas, Nevada. This provision shall survive termination of this Agreement, and its interpretation shall be subject to the Federal Arbitration Act.