

# Terms & Conditions: Global Risk



These Terms and Conditions govern operational services, including but not limited to, aircraft guarding, charter arrangements, consulting, investigations, personal protection, and transportation (“Service” or “Services”) provided or otherwise arranged by UnitedHealthcare Global to you or your organization (“Client”) and are only applicable if there is no written agreement between UnitedHealthcare Global and Client for such Services. UnitedHealthcare Global reserves the right to change or modify any of these Terms and Conditions at any time and at its sole discretion.

1. In order to provide the Services, UnitedHealthcare Global may use from time to time information, data or technology provided or licensed to UnitedHealthcare Global by third parties.
2. UnitedHealthcare Global may perform Services requested by Client either directly or through third parties. Under no circumstances are third parties authorized to act for, or bind, UnitedHealthcare Global. UnitedHealthcare Global makes no representations or warranties, express or implied, as to the competence or standards of Services available from third parties arranged by UnitedHealthcare Global. UnitedHealthcare Global agrees to follow its standard procedures in the selection of vendors, agents, and third parties, which UnitedHealthcare Global deems, in its sole and absolute discretion, most advisable for the provision of Services. UnitedHealthcare Global will not deviate from its standard procedures in the selection of vendors, agents, and third parties unless Client requests such a deviation and the deviation is agreed upon by UnitedHealthcare Global in advance.
3. UnitedHealthcare Global shall not be responsible for any failure to fulfill any Service if fulfillment has been delayed, hindered, interfered with, or prevented by any circumstances which are not within the reasonable control of UnitedHealthcare Global. UnitedHealthcare Global shall also not be responsible for failure to fulfill any Service due to compliance with any order or request of national, port, transportation, local, or other authority or of any body or person purporting to act for such authority. UnitedHealthcare Global shall not be liable for any delays, stoppages, changes, or other nonperformance that are due to matters beyond the reasonable direct control of UnitedHealthcare Global. UnitedHealthcare Global shall not be responsible for the failure of third parties not engaged by UnitedHealthcare Global to render Services to the Client. Notwithstanding the foregoing, UnitedHealthcare Global shall notify Client of any failure to fulfill Services or delay or interruption, nonperformance, or the like in respect of any Services, promptly upon becoming aware of it. The Client shall have sole responsibility for determining the usability of any information, data, or Services provided under the Agreement.
4. UnitedHealthcare Global, its shareholders, directors, officers, employees, and agents shall not be liable to any Client for any third party errors in judgment or any third party acts or omissions outside of UnitedHealthcare Global’s direct control or errors in judgment or any acts or omissions that do not constitute gross negligence or willful or wanton misconduct.
5. Client agrees that UnitedHealthcare Global does not have control over the submission of invoices by third party service providers. Consequently, all Services incurred by Client are the sole responsibility of the Client irrespective of the time elapsed between delivery of those Services and request for payment by third party providers.
6. Invoices to Client are due upon receipt. Unpaid balances that are more than 30 days past due will be subject to a late payment charge of 1.5% per month.
7. UNITEDHEALTHCARE GLOBAL DOES NOT MAKE AND CLIENT EXPRESSLY WAIVES, ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO SERVICES. UNITEDHEALTHCARE GLOBAL EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING, WITHOUT LIMITATION THOSE OF ACCURACY, CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING, UNITEDHEALTHCARE GLOBAL WARRANTS THAT IT IS NOT AWARE OF ANY PROBLEMS WITH THE SERVICES THAT WOULD PREVENT OR INTERFERE WITH ITS PERFORMANCE OR UTILIZATION UNDER THESE TERMS AND CONDITIONS AND THAT THE SERVICES WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH THE PREVAILING INDUSTRY STANDARDS.

8. UnitedHealthcare Global shall not be liable for any damages, including incidental or consequential damages, arising out of the provision, or attempt to provide, Services. UnitedHealthcare Global shall not be liable to Client or any third party for any reason in an amount in excess of the amount paid for the Service. This limitation of liability shall not apply to damages to property or person caused by the gross negligence or willful or wanton misconduct of UnitedHealthcare Global.

9. The sole liability of UnitedHealthcare Global and the exclusive remedies of Client, for any injury or damages to the Client arising out of any Services shall be the remedies specified in these Terms and Conditions.

10. In the event the Services are provided in connection with an aircraft owned, operated, or otherwise utilized by Client, then Client represents and warrants that Client carries aircraft liability insurance covering property damage and bodily injury to passengers.

11. The Service and materials provided by UnitedHealthcare Global are for the sole and exclusive use of Client and its subsidiaries and their employees. Client may not in any manner transfer, resell, or disclose any material, in any form whatsoever, prepared or provided by UnitedHealthcare Global, nor allow any third party to access or use any such materials or Service.

12. No legal proceeding or lawsuit may be brought against UnitedHealthcare Global upon any claim of Client for Services unless written notice of the claim has been delivered to UnitedHealthcare Global within ninety (90) days of the date of the occurrence giving rise to the claim. Any claim, legal proceeding or lawsuit, regardless of form, which in any way arises out of the performance of Services must be made or brought within one (1) year after the basis for the claim becomes known to the Party desiring to assert it.

13. UnitedHealthcare Global agrees to defend, indemnify, and hold Client harmless from and against any loss, cost, damage, claim, expense, or liability as a result of a claim or action for patent or copyright or other intellectual property infringement or misappropriation brought against Client by a third party alleging that the Service or any part or component thereof infringes or breaches the third party's intellectual property rights. Client will promptly notify UnitedHealthcare Global of any alleged infringement or misappropriation and permit UnitedHealthcare Global to direct the defense of the claim or action.

14. The Terms and Conditions shall be governed by the internal, and not the law of conflicts, of the State of Maryland, United States of America.