



# Service Terms & Conditions

This Service Agreement (the “Agreement”) is effective as of the date (the “Effective Date”) indicated on the order confirmation (“Order Confirmation”) the person(s) whose name(s) appear(s) under the words “Member Information” or “Member and User” and, if different, the person (“Payer”) whose name appears under the words “Payer Information” on the Order Confirmation or “Payer or Billing” Member and Payer are sometimes referred to as "you" or "your." The Company is sometimes referred to as "we," "us" or "our". "Equipment" refers to the Company’s medical alarm console, personal transmitter(s) and any other accessories or devices provided to you by Company. "Premises" refers to your address set forth on the Order Confirmation.

READ THESE TERMS AND CONDITIONS CAREFULLY. THIS AGREEMENT CONTAINS IMPORTANT TERMS GOVERNING THE SERVICES PROVIDED BY THE COMPANY , YOUR RESPONSIBILITIES AND OUR OBLIGATIONS, AND INCLUDES LIMITS ON OUR LIABILITY, INDEMNITY AND OTHER IMPORTANT CLAUSES.

**Section 1. Agreement to Provide Services and Equipment.** We agree to provide to you the Equipment and monitoring services (the “**Monitoring Services**”) as described below, and Member and Payer, agree to make the payments, and perform the obligations, and be bound by the terms of this Agreement, as described below.

## **Section 2 Services to be Provided; Related Terms.**

**2.1 Installation of Equipment.** The Company will provide to you the Equipment, which shall be in good operating condition. You agree to test the Equipment and confirm that, upon activating the transmitting device, the Equipment will contact a monitoring facility.

**2.2 Description of Monitoring Services.** The Monitoring Services consist solely of alerting the persons, entities or agencies ("**Responders**") identified by you upon receipt by a monitoring facility of data or other communication from the Equipment reporting an event at the Premises that requires assistance (a "**Response Condition**"). Following receipt of notice of a Response Condition, the monitoring facility will call the Responders; provided, however, before alerting any Responders, the monitoring facility may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Member as frequently as it deems appropriate to verify the need to alert Responders to the Response Condition. After receiving oral advice from anyone at the Premises to disregard the Response Condition, the monitoring facility may, in its sole and absolute discretion and without any liability, call the Responders, or refrain from alerting the Responders or advise the Responders of the receipt of oral advice to disregard the Response Condition.

**2.3 Ownership of Equipment.** The Company will at all times own the Equipment.

**2.4 Start of Service.** Company makes no promise of commencement of Monitoring Services by any particular date. Monitoring Services will commence only after (i) all required information to be provided by Member is entered into the computer system for the monitoring facility; (ii) an acceptable test of the Equipment is received by the monitoring facility; and (iii) Member or Payer has made the initial payment required by Section 4.1.

**2.5 Use of Subcontractors.** Company contracts with other companies for the provision of the monitoring services to be provided under this Agreement.

**2.6 Repair Service.** Following Company's receipt of notice from you that the Equipment has been damaged or otherwise is not functioning properly, Company agrees, at its election, to replace or repair the Equipment. Company makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing repair or replacement of the Equipment. All repairs or replacements of the Equipment shall be performed only by the Company or its designated subcontractors. If the company determines that the device was damaged due to misuse, the customer will have to pay for the replacement of the device to continue with the service. Payment will be determined by the company to cover the loss.

**2.7 Termination of Monitoring Services.** The Company's obligation to provide Monitoring Services shall terminate automatically as of the earlier to occur of (i) the date the Equipment is uninstalled at the Premises; (ii) interruption of the communications system through which the Equipment contacts the monitoring facility; or (iii) notice from the Company of termination of this Agreement.

### **Section 3 Rights of Member; Rights of Payer.**

**3.1 Termination.** The Member or the Payer, as applicable, whose credit card, bank account or other payment method is used for payment under Section 4.1 may terminate this Agreement for any or no reason by returning the Equipment to the Company. Written or oral notice of termination of this contract shall not be effective unless and until the Equipment is returned to and received by the Company.

**3.2 Right to Refund.** Does not apply refunds.

**3.3 Authority.** Member and Payer each have the rights:

- (i) to make changes to all information provided by or for the benefit of Member, including without limitation the names, contact data or other information of Responders, and the address and phone number for the Premises;
- (ii) to designate up to two additional persons to make changes to the information described in Section 3.3(i);
- (iii) to receive from the Company a written billing statement upon Member's or Payer's written request; and
- (iv) to extend this Agreement or change the payment terms.
- (v) Company has the right to rely on the information provided by Member or Payer without further inquiry.

**3.4 Privacy Policy.** The Company strives to protect confidential customer information in accordance with federal and state regulations on data privacy and security; in order to comply, we need to follow verification procedures prior to releasing confidential data. As a result, it may take several weeks to provide account information to a legal representative or designee of Member.

### **Section 4 Obligations and Acknowledgements of Member and Payer**

**4.1 Payment of Monitoring Service Fees and Other Amounts Due.** You authorize us to charge Member's or Payer's credit card on file or debit Member's or Payer's checking account, or other payment method designated by Member or Payer and accepted by Company from time to time:

- (i) in advance for payment of the Monitoring Service Fee in the amount stated on the Order Confirmation for the initial term and thereafter the amount of such fee then in effect on the date of each renewal period;
- (ii) late fees (if any); and
- (iii) other amounts due under this Agreement, including without limitation amounts due under Section 4.6.

**4.2 Late Fees.** If a payment is not made for any reason (including an expired credit card or insufficient funds in a checking account), you agree to pay us a late fee for the administrative costs we incur in the amount of \$35.00 for each late payment, or such lower amount as may be permitted or authorized by law.

**4.3 Credit Card Extensions.** Member and Payer authorize the Company, if a credit card is used for payment and the credit card company has extended the date, to update the credit card expiration date and continue billing the credit card.

**4.4 Payments Due Upon Termination.** Your obligation to make payments under Section 4.1 following termination pursuant to Section 3.1

**4.5 Representations, Warranties and Covenants.** Member and Payer, represent, warrant and covenant as follows:

(i) Upon receipt of the Equipment, Member or Payer will review the User's Guide, Quick Start Guide, Installation Instructions, and/or Trouble Shooting Guide and will call the Company with any questions or concerns;

(ii) Member or Payer will provide information necessary for Company to establish response procedures and notifications and to notify promptly the Company if the names, contact data or other information changes;

(iii) Member will test the Equipment monthly;

(iv) Member will notify the Company at least two weeks prior to (a) moving from the Premises; or (b) changing phone numbers;

(v) Member will notify the Company immediately if the Equipment is damaged or destroyed; and

(vi) Member or Payer will notify the Company when the authorized credit card or bank account information for payment of charges under this Agreement changes.

**4.6 Return of Equipment; Payment for Unreturned or Damaged Equipment.** To terminate this Agreement, you shall return, at your sole cost and expense, the Equipment to Company undamaged and in good operating condition. If (i) you do not return the Equipment or (ii) the Equipment is damaged or not in good operating condition, you shall pay the Company for the Equipment at the Company's then-existing rates as the agreed upon cost of replacing the Equipment. You alone bear the risk of loss if the Equipment is destroyed, damaged or not delivered to the Company.

**4.7 Restrictions on Use of Monitoring Services.** You understand, acknowledge and agree that certain laws, rules, regulations and ordinances of governmental authorities, utilities, businesses, homeowners associations and other entities may affect Member's rights or ability to use the Equipment, including fees or assessments for false alarms or other restrictions. You agree to obtain and maintain all licenses, permits and other authorizations or consents necessary for the installation and use of the Equipment including, without limitation or example, notice to Responders.

**5.1 Credit Reports.** You authorize and consent to credit investigations and the Company obtaining credit reports on your credit history, and Company providing information concerning you to credit reporting agencies.

**5.2 False Alarms; Forced Entry Damages.** If the monitoring facility receives notification of a Response Condition for any reason, you shall (i) pay, without reimbursement from Company, and/or (ii) reimburse Company (if it is required to pay), for any fines, fees, costs, expenses or penalties assessed against you or Company by any court, governmental agency, or other applicable person.

You must provide prompt access to the Premises to Responders. If you fail to provide access, Responders may use forcible means to enter the Premises, which may result in damage to the Premises, all of which damage, cost and expense shall be borne solely by you without recourse to Company or Company representatives. Company has no control over response times for Responders. You hereby release Company and the Company representatives for and from all claims, losses and damages that may arise from any forced entry or any delayed response by Responders.

**5.3 Consent to Recording Calls.** You, for yourself and as the authorized agent of your family, guests, agents, servants, representatives and employees (individually and collectively, "**Any Person**"), hereby consent to Company or the monitoring facility intercepting, recording, retrieving, reviewing, copying, using and, subject to Company's privacy policy, disclosing the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication to which Company and you or any person are parties.

**5.4 Waiver of Subrogation.** You waive any rights your insurance company or any other person may have to be reimbursed by Company or Company representatives for money paid to you or on your behalf.

**5.5 Indemnification.** If anyone other than you, including your insurance company, asks Company or Company representatives to pay for any loss, damage, cost or expense (including economic losses, property damage, personal injury, or death) arising out of or from, in connection with, related to, as a consequence of, or resulting from any reason, including:

- (i) the active or passive, sole, joint or several negligence of any kind or degree of Company or any of the Company representatives,
- (ii) the improper operation of the Equipment or the failure of the Equipment or the Company's system to operate,

(iii) a breach of contract, or

(iv) any claims for subrogation, indemnification or contribution, Member and Payer agree to defend, indemnify and hold Company or its representatives harmless (without any condition that Company or Company representatives first pay) from any and all such loss, damage, cost and expense, including attorneys' fees, which may be asserted against or incurred by Company or any of the Company representatives in connection with any and all such claims to the fullest extent permitted by applicable law. Your duty to indemnify, including the cost and duty to defend and hold Company and its Company representatives harmless shall include all of the Company's personnel-related costs, overhead, experts' fees, actual attorney's fees, court costs and all related expenses, including all fees and costs incurred to enforce and establish rights under this indemnification provision.

**5.6 Default.** If you breach this Agreement, without limiting Company's rights, and without any further notice, Company may retain all prepayments and you shall immediately pay Company:

- (i) all payments then due and payable,
- (ii) eighty percent (80%) of all payments that would become due for the unexpired term as agreed upon damages and not as a penalty, and
- (iii) if the Equipment is not returned, or is damaged or not in good operating condition, you shall pay the Company for the Equipment at the Company's then-existing rates as the agreed upon cost of replacing the Equipment; and Company shall have no further obligation to perform under this Agreement.

**5.7 Company Appointed as Your Agent.** You appoint Company as your agent, in Company's name, to give information and direction to Responder, directly or via any subcontractor of Company, as if done by you in your own right, concerning any and all matters arising out of or from the performance of Monitoring Services. In addition, you authorize Company and its subcontractors to enter onto the Premises to inspect, test, repair, replace or modify the Equipment while you are at home. You may revoke this authority by terminating this Agreement as provided in Section 3.1. No revocation or termination notice shall affect anything done (i) by Company in reliance hereon or (ii) prior to actual receipt by Company of termination of this Agreement or revocation.

## **Section 6 Limitations on Company's Liability and Responsibilities**

**6.1 No liability for Phone Lines or Other Connectivity.** Due to the potential for service interruption or outages on phone lines, internet service or mobile phone systems or other communication systems, none of which are within the control of the Company, your connection to the monitoring facility is not guaranteed. In addition, the Company will have no liability to Members who subscribe for mobile medical alert emergency devices ("**Mobile Devices**"):

- (i) when Mobile Devices are out of the service area of the network provider;
- (ii) if the Help / SOS Button on the Mobile Device is reprogrammed so that it does not call 911 or the Company's monitoring center; or
- (iii) if emergency responders are unable to locate the Member because mobile devices do not have a GPS or remote tracking device. Members who use cable or Voice over Internet Protocol (VOIP) for their service are subject to additional consistency and reliability issues. The Company is not responsible for, and shall have no liability with respect to, service interruption, outages or failure of customer's telephone service.

**6.2 Not Insurance.** Company is not an insurer. The monitoring service fee is based solely upon the services Company provides hereunder and is premised and conditioned upon Company's limitation of liability and other rights arising under the risk allocation clauses contained in this Agreement. Accordingly, you should maintain insurance in an amount and with

coverages sufficient to provide full and complete coverage for any loss, damage or expense that may be sustained by you, your family or others who may be on or adjacent to the Premises, including medical insurance, disability insurance, life insurance and property insurance.

**6.3 LIMITATION OF LIABILITY.** IF ANY CLAIM IS MADE OR LIABILITY IS ASSESSED AGAINST THE COMPANY, ANY OF ITS PRESENT OR FORMER DIRECT OR INDIRECT SHAREHOLDERS, MEMBERS OR PARTNERS, OR ANY PRESENT OR FORMER OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, TRUSTEE, REPRESENTATIVE, AGENT, AFFILIATE, SUBSIDIARY, PREDECESSOR, SUCCESSOR, ASSIGN, BENEFICIARY, HEIR, EXECUTOR, INSURER, ATTORNEY OR EMPLOYEE OF ANY OF THEM (COLLECTIVELY, “**REPRESENTATIVES**”) FOR ANY LOSS, DAMAGE, COST OR EXPENSE FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, FINE, ASSESSMENT OR ANY OTHER LOSS, DAMAGE, COST OR EXPENSE, INCLUDING ANY ECONOMIC LOSSES, OR OTHER LIABILITY ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE BY COMPANY OR ITS REPRESENTATIVES OF ITS OBLIGATIONS HEREUNDER, INCLUDING THE:

(1) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR ANY OF ITS REPRESENTATIVES, WHETHER BEFORE OR AFTER THE SUBSCRIBER’S OR PAYER’S ACCEPTANCE OF THIS AGREEMENT,  
(2) IMPROPER OPERATION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT OR THE COMPANY’S SYSTEM TO OPERATE,

(3) BREACH OF CONTRACT, OR  
(4) NEITHER COMPANY NOR ITS REPRESENTATIVES SHALL BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**6.4 Limited Warranty.** If the Equipment becomes inoperable due to a defect in materials, workmanship or design, or if the battery on the transmitting device needs to be replaced, Company shall replace or repair the Equipment at Company's election and expense. This warranty is not assignable. You must either deliver the Equipment to Company's office (at your sole cost) or notify Company of any defect so that warranty service may be rendered. This warranty does not cover damage caused by accident, vandalism, negligence or mistake, violation of the installation and use requirements, flood, water, lightning, fire, intrusion, abuse, misuse, acts of god, casualty (including electricity), attempted unauthorized repair service, modification or improper installation by anyone other than the Company or its authorized subcontractors, or any other cause (excluding ordinary wear and tear). You acknowledge that, except as expressly set forth in this section 6.4:

(i) any affirmation of fact or promise made by Company shall not be deemed to create an express warranty;  
(ii) the Company does not make any representation or warranty, including any implied warranty or merchantability or fitness, that the Equipment or Monitoring Services may not be compromised or circumvented;

(iii) the Equipment or Monitoring Services will in all cases be used by you for the signaling, monitoring and response for which it was intended;  
(iv) there are no express warranties that extend beyond those stated in this Agreement, and  
(v) all implied warranties, if any, coincide with the duration of this warranty.

(vi) Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that may vary from state to state.



**6.5 Suspension or Interruption of Service.** All of Company's obligations are automatically suspended without notice to you and you hereby waive all claims and release Company for all liability, loss, damage and expense:

(i) in the event of a breach of this Agreement by you, or  
(ii) if the monitoring facility, the Equipment, your phone lines (landline or mobile) or internet connections or the Monitoring Services are destroyed, damaged, inoperable or malfunction for any reason whatsoever.

In each such event, the duration of such suspension shall be until the reason for the suspension is cured. Except for any suspension of service due to a breach of this Agreement by you, you shall be entitled to reimbursement of the unearned charge paid for the period of the suspension on your timely request and this shall be the limit of Company's liability. A request for reimbursement of unearned charges is timely if it is made within forty-five (45) days following the interruption of service.

**Section 7 Disputes, Controversies and Claims**  
**7.1 Mediation; Arbitration; No Class Action Claim.**

**7.2 Waiver of Jury Trial; Venue.** If for any reason the arbitration provisions of Section 7.1 are not applicable or not enforceable, you and Company each waive the right to trial by jury in any suit, action or other legal proceeding in connection with this Agreement. This jury trial waiver cannot be revoked.

**Section 8 Term and Termination of the Agreement**

**8.1 Term and Renewal.** The initial term of this Agreement is from the Effective Date through the end of the time period indicated on the Order Confirmation. After the initial term, this Agreement shall renew automatically for equal, successive time periods, unless terminated pursuant to the terms of this Agreement.

**8.2 Termination by Member or Payer.** This Agreement may be terminated by Member or Payer pursuant to Section 3.1.

**8.3 Termination by the Company.** The Company may terminate this Agreement at any time for any or no reason upon ten (10) days' notice to Member. If the Company terminates this Agreement where you have not breached your obligations, the Company will refund any unearned and prepaid service charges.

**Section 9 Other Applicable Terms (miscellaneous)**

**9.1 Assignment.** This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company in its sole discretion.

**9.2 No Waiver of Breach.** Any waiver of any breach of this Agreement, by you or the Company, shall not be construed as a waiver of any subsequent breach. Your rights and Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

**9.3 Valid Agreement.** If any provision of this Agreement, or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. Following termination of this Agreement, Sections 4.5, 4.6, 5.4, 5.5, 6, 7 and 9 of this Agreement shall survive termination and continue to apply to you and the Company.

**9.4 Contractual Limitation of Actions.** All claims, actions or proceedings by or against Company or Representatives must be commenced within one (1) year after the cause of action has accrued, without extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.

**9.5 Headings; Interpretation.** The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. In this Agreement, the word “including” is not a word of limitation but means “including, without limitation or example.” The interpretation of this Agreement shall not be construed against the drafter.

**9.6 Electronic Media.** A copy of this Agreement transmitted and delivered by original, facsimile or e-mail shall be originals for all purposes. We may scan or convert this Agreement into an electronic or digital file and a copy of this Agreement printed from such file shall be given the same legal force and effect as the original.

**9.7 Integrated Agreement; Modifications.** This Agreement contains the entire agreement between you and us concerning the Equipment and Monitoring Services to be provided to you and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, written or oral, pertaining to such matters, all of which are merged into this Agreement. NO PERSON ACTING ON THE COMPANY’S BEHALF HAS ANY AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSLY STATED IN THIS AGREEMENT. BY EXECUTING THIS AGREEMENT OR USING THE EQUIPMENT AND MONITORING SERVICES, YOU REPRESENT THAT YOU ARE NOT RELYING ON ANY INDUCEMENT THAT IS NOT EXPRESSED IN THIS AGREEMENT.

**9.8 Amendments.** From time to time, upon not less than thirty (30) days prior notice to you, we may modify this Agreement. Your continued use of the Equipment, or payment of amounts due under this Agreement, after the date specified in the notice shall constitute your acceptance of the amendment and you shall thereafter be bound by the terms of this Agreement as so amended.

**9.9 Severability.** The invalidity or unenforceability of any provision in this Agreement shall in no way affect the validity or enforceability of any other provision.

**9.10 Notices.** Any notice under this Agreement may be provided by a party to this Agreement in written format, whether delivered by electronic means to the email address or other electronic address or device stated on the Order Confirmation.



# RELEASE OF CLAIMS

READ THESE TERMS AND CONDITIONS CAREFULLY, AS THEY LIMIT OUR LIABILITY. DO NOT USE THE EQUIPMENT IF YOU OBJECT TO ANY OF THE FOLLOWING PROVISIONS. IF YOU USE THE EQUIPMENT, YOU ARE AGREEING TO ACCEPT EACH OF THE FOLLOWING PROVISIONS.

We are providing you equipment and personal emergency response monitoring services (the “**Monitoring Services**”). Our legal responsibilities and liability are as described solely in an agreement with the person paying for the Monitoring Services. Our services terminate as provided in that agreement.

By using the enclosed Equipment, you agree that:

(i) Upon receipt of the equipment, you will review the User’s Guide, Quick Start Guide, Installation Instructions, and/or Trouble Shooting Guide and will call us with any questions or concerns;

(ii) you will provide information necessary for us to establish response procedures and notifications and to notify us promptly if the names, contact data or other information changes;

(iii) you will test the equipment monthly;

(iv) you will notify us at least two weeks prior (a) to moving from the Premises; or (b) changing phone numbers; and (v) you will notify us immediately if the equipment is damaged or destroyed.

You are responsible for paying, or reimbursing us if we pay, any fines, fees, costs, expenses or penalties assessed against you or us by any court, governmental agency, or other applicable person involving the use of our Equipment. You are also responsible for paying for any damage, cost and expense that may occur as a result of your failure to provide access to responders (they may break open a door to enter the premises). You hereby release Company and the Representatives for and from all claims, losses and damages that may arise from any forced entry or any delayed response by Responders.

You hereby consent to our intercepting, recording, retrieving, reviewing, copying, using and disclosing the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication with you (or anyone using your phone) and us and our representatives.

You agree that we are not responsible for, and shall have no liability with respect to, service interruption, outages or failure of your telephone service, nor do we have any control over response times for responders. If you have subscribed for mobile medical alert emergency devices (“Mobile Devices”), you release us from any claims arising from the inability of emergency responders to respond:

(1) when Mobile Devices are out of the service area of the network provider;

(2) if the Help / SOS Button on the Mobile Device is reprogrammed so that it does not call 911 or the Company’s monitoring center; or

(3) if emergency responders are unable to locate the Member because mobile devices do not have a GPS or remote tracking device.

**YOU AGREE THAT OUR LIABILITY IS LIMITED, AS FOLLOWS:** IF ANY CLAIM IS MADE OR LIABILITY IS ASSESSED AGAINST US, ANY OF OUR PRESENT OR FORMER DIRECT OR INDIRECT SHAREHOLDERS, MEMBERS OR PARTNERS, OR ANY PRESENT OR FORMER OFFICER, DIRECTOR, PARTNER, MEMBER, SHAREHOLDER, TRUSTEE, REPRESENTATIVE, AGENT, AFFILIATE, SUBSIDIARY, PREDECESSOR, SUCCESSOR, ASSIGN, BENEFICIARY, HEIR, EXECUTOR, INSURER, ATTORNEY OR EMPLOYEE OF ANY OF THEM (COLLECTIVELY, “**REPRESENTATIVES**”) FOR ANY LOSS, DAMAGE, COST OR EXPENSE FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, FINE, ASSESSMENT OR ANY OTHER LOSS, DAMAGE, COST OR EXPENSE, INCLUDING ANY ECONOMIC LOSSES, OR OTHER LIABILITY ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF, OR RESULTING FROM THIS AGREEMENT OR THE PERFORMANCE BY COMPANY OR ITS REPRESENTATIVES OF ITS OBLIGATIONS HEREUNDER, INCLUDING THE (1) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR ANY OF THE REPRESENTATIVES, WHETHER BEFORE OR AFTER THE SUBSCRIBER’S ACCEPTANCE OF THIS AGREEMENT, (2) IMPROPER OPERATION OF THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT OR THE COMPANY’S SYSTEM TO OPERATE, (3) BREACH OF CONTRACT, OR (4) ANY CLAIMS FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION. NEITHER COMPANY NOR THE REPRESENTATIVES SHALL BE LIABLE FOR ANY GENERAL, DIRECT , SPECIAL, EXEMPLARY , PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**We offer the following limited warranty:** If the Equipment becomes inoperable due to a defect in materials, workmanship or design, or if the battery on the transmitting device needs to be replaced, Company shall replace or repair the Equipment at Company's election and expense. This warranty is not assignable. You must either deliver the Equipment to Company's office (at your sole cost) or notify Company of any defect so that warranty service may be rendered. This warranty does not cover damage caused by accident, vandalism, negligence or mistake, violation of the installation and use requirements, flood, water, lightning, fire, intrusion, abuse, misuse, acts of god, casualty (including electricity), attempted unauthorized repair service, modification or improper installation by anyone other than the Company or its authorized subcontractors, or any other cause (excluding ordinary wear and tear). You acknowledge that, except as expressly set forth in this section 5.4:

- (1) any affirmation of fact or promise made by Company shall not be deemed to create an express warranty;
- (2) the Company does not make any representation or warranty, including any implied warranty or merchantability or fitness, that the Equipment or monitoring services may not be compromised or circumvented;
- (3) the Equipment or monitoring services will in all cases be used by you for the signaling, monitoring and response for which it was intended;
- (4) there are no express warranties that extend beyond those stated, and
- (5) all implied warranties, if any, coincide with the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that may vary from state to state.

All of our obligations are automatically suspended without notice to you and you hereby waive all claims and release us for all liability, loss, damage and expense if the monitoring facility, communications

equipment or network or our monitoring services are destroyed, damaged, inoperable or malfunctions for any reason whatsoever. In each such event, the duration of such suspension shall be until the reason for the suspension is cured.

I, \_\_\_\_\_ hereby acknowledge that I have received and read the above Service Terms & Conditions and Release of Claims

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date