

Lifeline Care Plan Agreement

Please complete this Care Plan Agreement with information that you would like Lifeline Trained Care Specialists to have ready in case of an emergency. Please return this Care Plan Agreement to Lifeline using the envelope included with your equipment box.

Information about the Subscriber/Care Recipient				
First name		Last name		Middle name
Phone – Home		Phone – Cell		Email Address
Preferred language <input type="radio"/> English <input type="radio"/> Spanish <input type="radio"/> Other:		Gender <input type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Other:		Date of birth
Home Address			Additional Information	
Street, number			Hidden key location	
City	State	Zip Code	Directions to home	Cross Street
Township/Municipality		County	Home warning (e.g. dog)	
Medical Information				
Drug Allergies			Medical Conditions	

Information about Caregivers		
Caregiver One	Caregiver Two	Caregiver Three
First name	First name	First name
Last name	Last name	Last name
Street Address	Street Address	Street Address
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code
Relationship to Care Recipient:	Relationship to Care Recipient:	Relationship to Care Recipient:
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Email Address	Email Address	Email Address
<input type="checkbox"/> Able to respond	<input type="checkbox"/> Able to respond	<input type="checkbox"/> Able to respond
<i>Select person(s) who are able to respond in case of an emergency and meet the following criteria: (1) have a key to the Care Recipient's home or know where a key is located; (2) could come to help at different times of the day or night; (3) live or work within 10 minutes of Care Recipient's home; AND (4) have a phone, preferably a cell phone. Ideally have a driver's license and access to a vehicle.</i>		
<input type="checkbox"/> Notify by phone call after an incident	<input type="checkbox"/> Notify by phone call after an incident	<input type="checkbox"/> Notify by phone call after an incident
<i>Select person(s) who Lifeline should attempt to notify by phone in case of an incident, after help is dispatched.</i>		
<input type="checkbox"/> Account administrator	<input type="checkbox"/> Account administrator	<input type="checkbox"/> Account administrator
<i>Select person(s) authorized by the Care Recipient to create, access and make changes to: (1) the Care Recipient's personal and health information; (2) their caregivers and roles; AND (3) the Lifeline account by phone, email or digital applications offered with your service.</i>		



Lifeline Care Plan Agreement

Primary physician		Third parties to be notified (if applicable)	
First name		First name	First name
Last name		Last name	Last name
Street address		Street address	Street address
Phone		Fax	Fax

Information about Payer and payment					
First name		Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell			
Last name		Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell			
If applicable, organization name		Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell			
Billing address	City	State	ZIP code	Payer email address	
Affiliation Name and ID		<input type="checkbox"/> State funded		Medical Insurance Identification Number	
Monthly Fee(s)	\$	One Time Fee(s)	\$	Payment Frequency	Payment Method
Monitoring Service	\$	Enrollment Fee	\$	<input type="radio"/> Monthly	<input type="radio"/> Invoice
		Shipping & Handling	\$	<input type="radio"/> 6 Months	<input type="radio"/> Credit Card
				<input type="radio"/> Yearly	<input type="radio"/> Debit Card

Information about the service <i>For internal Lifeline use only</i>		
Program Name	Program Phone Number	Program Code
<input type="checkbox"/> This is a FOLLOW-UP Install	Installation Date:	
Model Type	Communicator #: Button # :	PHB/AAHB xmit code: PHB/AAHB expiry:
<input type="checkbox"/> Multiple Subscriber Household <i>(Complete a separate Care Plan Agreement for each Subscriber/Care Recipient)</i>		

Signatures of Subscriber/Care Recipient (and, if different, Payer)			
Subscriber/Care Recipient		Payer (if different from Subscriber/Care Recipient)	
By signing below you confirm that:		By signing below you confirm that:	
<ol style="list-style-type: none"> the above information is accurate and complete; you agree to the terms of this agreement and accompanying document <i>HOW LIFELINE WORKS</i>; and you have been given the User Manual for the Lifeline equipment. 		<ol style="list-style-type: none"> the above information is accurate and complete; and you agree to the terms of this agreement and accompanying document <i>HOW LIFELINE WORKS</i>. 	
Signature of Subscriber/Care Recipient	Date	Signature of Payer (if different from subscriber)	Date

LIFELINE TERMS AND CONDITIONS

Last Modified: March 12, 2024

Welcome to the Lifeline medical alert service! Below are the legal terms of the Agreement between you and Lifeline. ("Lifeline" means Lifeline Systems Company and its affiliated companies, the program and/or referral source named on your Care Plan Agreement and each of their affiliated entities.) Lifeline may also be referred to as "Company." Users of the Lifeline equipment ("Equipment") and associated services (collectively with the Equipment, the "Service") described in this Agreement may be referred to as "You" or "Subscribers".

By signing the accompanying Lifeline Care Plan Agreement form or by virtue of your use of the Service, you agree to the following terms and conditions ("Agreement"). THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS SET FORTH BELOW, REQUIRES YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST LIFELINE ON AN INDIVIDUAL BASIS, MEANING YOU CANNOT BRING CLAIMS AGAINST LIFELINE IN COURT, OR ON BEHALF OF ANYONE ELSE IN ARBITRATION

What is the Lifeline Service?

Depending on the Equipment you have selected, either (i) a Lifeline Communicator will be installed in your home, and you will be given a Personal Help Button (**PHB**) that pairs with the Communicator, or (ii) you will receive an On the Go mobile device that includes help button and a built-in communicator. Be sure to read the User Manuals for the Equipment. Lifeline will monitor the signals sent from the Equipment to the Lifeline Response Center (may also be referred to as the "Central Station"). If the Central Station receives a "Help Needed" signal from the Equipment, Lifeline will make a reasonable effort to promptly contact you. If, after making (or trying to make) contact, Lifeline decides it is necessary in its reasonable judgment, it will then notify your Caregivers (in the order shown in the Agreement, or as you otherwise indicate to Lifeline) or Police, Fire or Ambulance.

How Lifeline Responds to Your Requests.

You agree that Lifeline may rely absolutely on statements made by you or your Caregivers, or any person who says that they are acting on behalf of you or a Caregiver. You agree that Lifeline is not responsible for the promptness, sufficiency, or adequacy of the action of any Caregiver or any third party responding to an incident. You understand that Lifeline does not represent or guarantee that Caregivers can be contacted or will respond, or that their response will be safe or effective. You agree that the Caregivers have been designated by you (or a Caregiver acting on your behalf) and are not agents or representatives of Lifeline.

If You Ordered Mobile Equipment

Certain Equipment, including a Lifeline Wireless Communicator, and/or the On The Go ("OTG") Equipment (OTG and Lifeline Wireless Communicator may be collectively referred to as "Mobile Equipment") will be able to send a help signal to the Central Station via a cellular signal, if cellular service is available. The OTG permits two-way communications between you and the Central Station directly through a microphone and speaker built into your OTG, and contains technology designed to help us approximate your location.

Some OTG devices include automated data collection, including steps and other motions to collect subscriber's mobility statistics, and wearing engagement to track the hours per day the device is in active use (subscriber is wearing the device). The subscriber shall be required to give consent for the device data tracking for those OTG devices. This data will be transmitted to the Lifeline server silently without subscriber, name, date of birth and other personal information. The data is identified by the serial number of the device. This data can be shared with subsidiaries, affiliates, employees, contractors, service providers, and third-party partners that assist Lifeline in providing or supplementing the Service and may be made available to Health Plans and Provider Networks.

Some OTG devices support optional Away Service. The Away Service requires consent from the subscriber. The subscriber must provide at least one Away Service Contact that will be notified when the subscriber leaves and returns to their home location. The Away Service Contact shall be notified when they are designated by a subscriber via email notification. If SMS text messages are available to the Away Service Contact, the contact must provide express written consent prior to Lifeline sending SMS notifications.

Relationship with Mobile Carrier.

You understand that Lifeline, not you, contracts with a mobile carrier (“Carrier”) to provide wireless communications transmission and connectivity (“Mobile Service”) related to operation of the Mobile Equipment. You understand and agree that you have no contractual relationship with the carrier, and you are not a third-party beneficiary of any agreement between Lifeline and the carrier. You understand and agree that the Carrier has no liability of any kind to you, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Mobile Service. You have no property rights in any number assigned to you or your On the Go and understand that any such number can be changed at any time by Lifeline and/or the Carrier. You understand that neither Lifeline nor the Carrier can guarantee the delivery, privacy, or security of wireless transmissions to and from the Mobile Equipment, and neither will be liable for any lack of privacy or security relating to the use of the Mobile Equipment. You may not resell the Lifeline service (or any component thereof) to any other party.

Your Responsibilities as a Subscriber (“Care Recipient”). You understand that you must:

- Promptly install and activate your Equipment, or contact Lifeline Customer Service to have your Equipment installed for you (additional fees may apply);
- Provide electrical power to your Lifeline Communicator if one is provided to you. The Lifeline Communicator will not work if unplugged during a power outage or if A/C power is not provided. (The unit has a backup battery that will work for a limited period of time.) Lifeline does not take responsibility to notify you or your Caregivers if your Lifeline Communicator stops receiving power.
- Recharge the battery of your ON THE GO, in accordance with the User Manual instructions. The On the Go contains an internal battery but will not work or be able to access the Mobile Service if the battery is allowed to discharge. Lifeline does not take responsibility to notify you or your Caregivers if your On the Go battery is low or becomes discharged.
- Provide a functioning telephone connection to your Lifeline Communicator if one is provided to you. The Lifeline Communicator will not work if the telephone service is down.
- Give accurate information about your designated caregivers (“Caregivers”). You represent that your Caregivers have agreed to act as Caregivers.
- Not alter or modify the Equipment.
- Not move Equipment from its original installation without Lifeline’s prior authorization.
- Allow access for Lifeline representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- Not cause repeated false alarms, otherwise Lifeline may discontinue your service.
- Be responsible for providing Caregivers with access to your home.
- Promptly inform Lifeline of any changes to the information provided in this Agreement. All changes are solely your responsibility and become effective only after you communicate them to Lifeline.
- Follow Lifeline’s recommended procedures
- Pay any fine resulting from a false alarm
- Follow the instructions for use in your User Manual and do not use the Equipment or Mobile Service in a prohibited manner.
- Be responsible for providing Caregivers with access to the location you are in.
- Remain solely responsible for any use of your Mobile Equipment and Mobile Service, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for anyone using or accessing the Mobile Service on your behalf.
- Power down your OTG device prior to traveling on an airplane, and ensure you power it back on when it is safe to do so.
- Notify Lifeline in advance of returning your Mobile Equipment for service, and power down your On the Go device prior to returning it for service.

The Lifeline Service Relies on your Telephone Service to Operate.

If your telephone service is out of order or disconnected, the Equipment will not operate until telephone service is restored. Lifeline has no control over your telephone service. And it will not know if your service is not working. Therefore, it cannot provide the Lifeline service during that time, or notify your Caregivers that your telephone service is out of order.

Also, please be aware that using telephone service provided via the internet, broadband, VoIP, or any other non-traditional telephone service presents risks for non- transmission of the signals from the Equipment to

Lifeline's call center and the Equipment may not operate as intended.

Mobile Location Tracking.

You understand that Lifeline attempts to track your precise location whenever it receives a signal from location-enabled Mobile Equipment, including OTG devices. Some of these devices also include optional Lifeline Away Service. You authorize Lifeline to collect, use, disclose, transmit, process, store and share this information to (a) provide, maintain, and improve the Mobile Service and Equipment, and (b) in case of an Incident, provide your location information to Lifeline's partners, Caregivers, contacts designated by you, third party service providers (including emergency services) and any person claiming to be acting on behalf of a Caregiver. Lifeline also uses location information to provide the Service, including to respond to requests from Subscribers and improve the quality, safety, accuracy, and security of the Service. Lifeline also uses location information for any purpose to which a subscriber consents. Lifeline may share location information with subsidiaries, affiliates, employees, contractors, service providers, and third-party partners that assist Lifeline in providing or supplementing the Service.

Lifeline may also share location information with medical providers, emergency personnel, and other entities with a Subscriber's informed consent. Lifeline may also share location information with healthcare data exchange partners, managed care providers, insurance plan providers and administrators.

Lifeline does not guarantee that we can always track your location, due to the limits of location tracking technology, Mobile Service, and external factors not within Lifeline's control.

Mobile Service Limitations.

The Mobile Equipment (i) may receive global positioning satellite (GPS) signals, and (ii) communicates with Lifeline via wireless communications networks. The availability of Mobile Service and use of Mobile Equipment is subject to many limitations. The Mobile Service will not work if (a) your Mobile Service subscription with Lifeline is not active; (b) your Mobile Equipment does not have sufficient electrical power (either battery or outlet); (c) you are located outside the 50 United States or are outside the operating range of the Carrier's network; or (d) there is wireless network interference due to atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, public utility failure, acts of war, government actions, terrorism, civil disturbances, system failures, including internet, computer, telecommunication or other system failures, and other factors and conditions. Lifeline assumes no liability for or relating to the delay, failure, interruption, or corruption of any voice call quality, or data transmitted while using the Mobile Service, nor for the accuracy or precision of location information it provides to Caregivers.

Telephone Communication Acknowledgement. You expressly agree and consent that Lifeline and its business associates may use any telephone number that was provided by or on behalf of you, regardless of whether it is a cell phone, commercial, or residential number, in order to provide health care, emergency, and account communications (including debt collections), regardless whether your number is listed on any federal, state, or local do-not-call registry. You acknowledge and consent to any such communications, including via automated telephone dialing, text messaging, and/or pre-recorded calls or voicemails (collectively "Automated Communications"). Message or data rates may apply.

Your consent to receive Automated Communications at any number provided by or on behalf of you is not required to receive health care services. You may opt-out of receiving Automated Communications by contacting us at the number provided in such Automated Communications. Lifeline will honor opt-out requests within 30 days. Regardless of opt-out preference, Lifeline may still contact any provided number regarding healthcare communications or emergencies. This telephone communication acknowledgement applies to all past, present and future Lifeline services, until revoked.

Away Service Contacts. Depending on your device, you may be able to add Lifeline's optional Away Service, which allows you to designate one or more contacts to be notified when you leave or return to a designated geographic zone. To activate this service, you must designate at least one Away Service contact to sign up to receive Away Service notifications via email or text (SMS), including automated text messages. Away Service contacts must agree to, and sign Lifeline's Automated Communications Policy provided to Away Service contacts via email at the time of designation.

You agree to indemnify, defend, and hold harmless Lifeline from and against all claims, demands, liabilities, damages, losses, and expenses, including any statutory civil damages or penalties, which may be asserted

against or incurred by Lifeline by or due to any person or entity not a Party to this Agreement, arising out of or related to the communications, including Automated Communications, described in this Section.

Will the Lifeline Service Work If My Phone is Off the Hook or I Lose My Dial Tone?

Your Equipment needs a dial tone to be able to contact Lifeline. Even if your telephone service is working, your telephone line can lose a dial tone if a phone is off the hook or other devices are using the phone line. To reduce the risk that your Lifeline Equipment will not have a dial tone, you can ask your telephone company to install technology in your home, such as an RJ31x jack, to permit your Lifeline Communicator to “seize” the line and obtain a dial tone. (Lifeline cannot install an RJ31x or equivalent; you must do so.)

Special Note about AutoAlert/ On the Go

If you order the AutoAlert Help Button or the ON THE GO, be aware that it will NOT detect all types of falls. Therefore, if you fall, **you should still try to press your button if possible.**

Fall Detection Feature. In certain situations, the Fall Detection Feature of a user’s Equipment may not detect a fall, including certain movements including, but not limited to, (i) a gradual slide, such as from a seated position, (ii) lowering oneself slowly to the ground (to brace the impact of a fall), or (iii) a fall from a height of less than 20 inches (0.5 meters). Further, certain conditions may affect the ability of the Fall Detection Feature to detect a fall, including but not limited to (i) use of the Equipment at an altitude above 6,600 feet (2000 meters), (ii) use of the Equipment by a user less than 4 feet 6 inches (1.4 meters) in height, or (iii) use of the Equipment by a user weighing less than 88 pounds (40 kilograms). However, the ability to send a help or distress call by pressing the help button is not affected by such conditions. You hereby acknowledge and agree that the Fall Detection Feature may not always detect a fall and release Lifeline of all liability that may arise from a failure of the Fall Detection Feature to detect a fall.

Audio Listen In and Forcible Entry. The Service includes a two-way voice transmitter that is meant to be heard, under optimal conditions, throughout most of the Subscriber’s residence. In the event that the two-way audio is not clear, or the Central Station does not hear any voice or audio response, the Subscriber authorizes the Company and Central Station to follow emergency response procedures. Pursuant to these procedures, the Company will first notify 911, unless the Subscriber has previously told the Company otherwise in writing, in which case the Central Station will contact individuals in the Subscriber-provided call list in the priority order previously indicated by the Subscriber. Subscriber authorizes the Company in its sole discretion to authorize forcible entry to gain access to Subscriber’s premises in the event the Service emits a signal to the Central Station and the Subscriber cannot either be heard through the unit’s microphone or does not answer the telephone. Subscriber further understands that if a responder is unable to enter Subscriber’s home, Subscriber authorizes the responder to break into Subscriber’s home, even if such entry will cause damage. The Subscriber does hereby release the Company, the Central Station, and any responders from any and all liability whatsoever as a result of said forcible entry.

Medical or Related Expenses. In the event the user utilizes the Equipment by sending a “Help Needed” signal or emergency request, the user does hereby authorize Lifeline to seek to notify or obtain assistance. The User shall be obligated for and agrees to pay any costs and expenses incurred including, but not limited to, ambulance, physician or other medical assistance in obtaining that assistance, or whatever costs are incurred as a result of the use of the Services.

Option to Update Vital medical Data Information. At the option of the user, the user shall communicate by telephone or in writing to Lifeline for the purpose of verifying vital medical information to be put on file and updating said information, if necessary. It is the user’s responsibility to update their vital medical information on file with Lifeline, and to ensure the accuracy and completeness of such information. Additional medical information should be displayed on refrigerator or other accessible location.

Authorization to Company. The Subscriber agrees to supply 24-hour 110 volt circuits as required to power the Services, and the appropriate telephone service or any other equipment that may be deemed necessary by the Company. The Company shall not be responsible for any costs for parts and/or labor associated with adapting the Subscriber’s telephone systems for use with the Services. LANDLINE USERS: If the Subscriber shall change their telephone service to Voice Over Internet Protocol (“VOiP”) or anything other than a traditional land line carrier, the Company must be notified and a test signal must be sent after conversion. The Company is not responsible for interruptions in service due to failure by any third party telephone or Internet service providers.

Interruption in Services and Testing of the Equipment. Subscriber acknowledges and understands that the Services are contingent upon, among other factors, connectivity to a phone line or cellular signal as applicable. Subscribers understand and agree that the use of cellular based solutions for applicable Services includes risks associated with the quality and reliability of cellular signals and service, and cellular communications are affected by a number of factors outside of the Company's control, including that cellular based solutions rely on third party services from wireless carriers such as AT&T, Sprint, T-Mobile and Verizon that are not controlled by the Company or its representatives. Subscribers with a unit that connects to or plugs into a landline telephone system understand and agree that the use of telephone line based solutions for Services includes risks associated with the quality and reliability of such phone lines and service, and are affected by a number of factors outside of the Company's control. The Company assumes no liability for cellular interruptions, phone line interruptions, delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures, or any cause beyond the control of the Company, and will not be required to supply service while said interruption may continue. The Subscriber further acknowledges that even if cellular based solutions work well at the time of first test, activation or installation, the Subscriber is responsible for monitoring signal strength, power and service quality on an on-going basis. The Company is not responsible for maintaining, monitoring, or testing the networks used for communication and can only provide timely and accurate response if all equipment and networks are working correctly and providing adequate signal strength. Users of cellular based solutions should test their equipment on a regular basis to identify any deterioration of network service and signal strength. The Subscriber also acknowledges and understands that there may be additional issues related to sending information from the Services to the monitoring center over cellular networks beyond what is mentioned here. The Subscriber further understands that technology used for cellular communications can fail at any time and releases the Company, its staff, employees, owners, shareholders, officers, contractors, representatives and vendors from any and all liability related to the transmission of emergency signals or communications over cellular networks.

Misuses and Abuse of the Equipment. In the event the Subscriber violates any part of this Agreement, misuses or damages the Equipment or the Services, or causes an excessive number of false alarms or activations, the Company may suspend all Services and Equipment and terminate this Agreement upon giving 30 days written notice to the Subscriber.

How Lifeline Uses Your Personal Information.

Lifeline uses Personal Information in order to provide the Equipment and Services provided in this Agreement, including to respond to requests and administer requests related to the Services. Lifeline also uses Personal Information to improve the quality, safety, accuracy, and security of the Services. Finally, Lifeline uses Personal Information for any purpose to which you consent. Lifeline may share Personal Information with our subsidiaries, affiliates, employees, contractors, service providers, and our third party partners that assist us in providing or supplementing the Services. Lifeline may also share Personal Information with medical providers, emergency personnel, and other entities with your informed consent in connection with your use and our provisioning of the Services. Lifeline may also share Personal Information with our healthcare data exchange partners that assist the Company in enhancing the quality and accuracy of the Services, including to obtain additional information regarding potential medical incidents and emergencies, such as the location of hospital admissions, discharge and medication instructions, and other Personal Information and/or PHI. Lifeline may also share Personal Information with managed care providers that help facilitate, refer, and/or administer the Services. Finally, Lifeline may share Personal Information to respond to subpoenas, court orders, or other legal process or as otherwise required by law, to prevent fraud or other illegal activities, to prevent bodily harm to a Subscriber or another party, to establish or preserve a claim or legal defense, and in connection with a corporate restructuring, merger, or sale of assets, or divestiture. With regard to any outsourcing or sharing of Personal Information, Lifeline is not liable to subscribers for the acts or omissions of third parties.

Sale of Data and Third Party Marketing: When otherwise consistent with applicable state and federal laws and regulations, Lifeline may sell, lease, trade, rent, or otherwise disclose Personal Information to third parties. Lifeline has not and will not sell the Personal Information of minors under 16 years of age without affirmative authorization. For information regarding the categories of Personal Information we have sold in the preceding 12 months, please visit our website privacy policy located at <https://www.lifeline.com/privacy-policy/>.

California Residents: Applicable law California residents with specific rights concerning their Personal Information. If you are a California resident or if you otherwise believe that applicable law provides you with

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data access rights), please refer to the “Your Choices and Rights” section of the Company’s website privacy policy located at <https://www.lifeline.com/privacy-policy/> for information on contacting us to inquire about data access rights.

Residents of Other Jurisdictions: If applicable law provides you with the right to review, correct, update, or delete Personal Information that you previously have provided to us, please contact us using our contact information located in the “Contact Information” section of the Company’s website privacy policy located at <https://www.lifeline.com/privacy-policy/> should you wish to do so. We will respond to your request consistent with applicable law..

If you have been provided a separate privacy notice from Lifeline, your referral source, or your program in connection with the Equipment and/or Service, please refer to that notice for more information regarding the use of your personal information.

Monthly Monitoring and Other Charges; Cancellation.

The monthly monitoring charge, plus any applicable sales tax and the one-time, non-refundable programming fee, will begin on the day the equipment is sent. This Agreement will automatically renew unless either Party gives written notice to the other Party of its intent to cancel. The Subscriber understands that there is a three month minimum monitoring charge that is to be paid at the time of order. If the Subscriber has activated the Services and wishes to cancel this Agreement prior to the end of initial three month time period, he or she is entitled to a full refund of any unused pre-paid monitoring charges less the three month minimum and a \$35.00 restocking fee. After initial 12 months of service, Company has the right annually to increase monthly charge and Subscriber agrees to pay such increase as invoiced, unless the Subscriber has purchased the price lock guarantee for the term of the Agreement. Failure to return all equipment in a satisfactory condition will result in a charge of \$350. The Subscriber’s account will continue to be billed at the agreed upon monthly rate until the equipment is returned in good working order. Company has the right to charge late fees if monthly monitoring fee is not paid on time. Failure to maintain payment for monthly monitoring fee will result in termination of monitoring service and acceleration of return of equipment.

Electronic Payments.

If you choose, you may be able to automatically make your payments electronically. By doing so, you may be eligible for a reduction in certain fees. Contact Lifeline Customer Service who will talk to you about how to submit automatic electronic payments.

Lifeline’s Rights.

Lifeline has the right to disable Mobile Equipment or otherwise block access to the Wireless Service if you are suspected of abuse or fraudulent activity. Abuse and fraudulent use of Wireless Service include, but are not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another Lifeline customer; (ii) tampering with or making an unauthorized connection to the wireless network; (iii) installing any amplifiers, enhancers, repeaters, or other devices that modify the radio frequencies used to provide the Wireless Service; (iv) subscription fraud; (v) using Wireless Service in such a manner so as to interfere unreasonably with the use of the Wireless Service by one or more other subscribers or to interfere unreasonably with Lifeline’s ability to provide the Wireless Service; (vi) using the Wireless Service to convey obscene, salacious, or unlawful information; (vii) using the Wireless Service without permission on stolen or lost Mobile Equipment; (viii) Unauthorized Access; and (ix) using the Wireless Service to provide voice over IP services; and Lifeline shall not be liable for damages arising from or related to any abuse or fraud facilitated by you. UNDER CERTAIN CIRCUMSTANCES, SOME OR ALL OF THE WIRELESS SERVICE MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO LIFELINE OR THE CARRIER. Use of the Wireless Service is at your sole risk. You acknowledge and agree that you have not relied on and are NOT entitled to the benefits of any representations, promises, descriptions of services, or other statement not specifically set forth in this Agreement.

You agree to hold harmless and defend Lifeline from and against any loss, liability, damage, expense (including attorney’s fees) or claims of third parties resulting from any use or misuse of the Mobile Equipment or Wireless Service by you or any third party using the Mobile Equipment or Wireless Service through you and from your breach of any of the terms of this Agreement. Neither Lifeline nor the Carrier would have agreed to provide the Mobile Equipment or Wireless Service to you if you did not agree to this limitation.

ARBITRATION AND CLASS ACTION WAIVER

Scope of the Arbitration Agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both the Subscriber and the Company agree that any legal dispute between the Subscriber and the Company, including but not limited to any of the Company's parents, affiliates, subsidiaries, employees, service providers, successors, assigns, and agents, concerning or arising in any way out of this Agreement or the Services shall be resolved through binding individual arbitration. The Subscriber understands and agrees that they are waiving their right to sue or go to court to assert or defend their rights. The term "dispute" means any dispute, action, claim, or other controversy between you and the Company, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to the Company at 200 Donald Lynch Blvd. 3rd Fl. Marlboro, MA 01752 or (2) to you at the postal address on file with the Company. Both you and the Company agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association ("AAA") pursuant to its Consumer Arbitration Rules ("AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA's website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or a court shall select, another arbitration provider. Unless you and the Company agree otherwise, any arbitration hearing shall take place in the county of your residence (as determined by your billing address on file with the Company). Except for claims determined by the arbitrator to be frivolous, the Company will pay all filing, administrative, arbitrator and hearing costs and waives any rights it may have to recover an award of attorneys' fees and expenses against you.

Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court. You and the Company also agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and the Company hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the state or country of your residence, as determined by your mailing address on file with the Company, will govern. The Company will provide notice of any material changes to this Arbitration Agreement. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of that waiver. This Arbitration Agreement survives without regard to the termination of the contract or other relationship with the Company.

NO WARRANTY OR REPRESENTATION: THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SERVICES MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THE SERVICES WILL PREVENT PERSONAL INJURY, LOSS OF LIFE OR PROPERTY, OR DAMAGE, OR THAT THE SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SUBSCRIBER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY. THE SUBSCRIBER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE COMPANY OR ITS

AGENTS, SERVANTS OR EMPLOYEES SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY UNLESS INCLUDED IN THE AGREEMENT IN WRITING.

Testing of the Services. The Parties agree that the equipment is in the exclusive possession and control of the Subscriber and that it is the Subscriber's sole responsibility to test the operation of the equipment and to notify the Company, in writing, if any equipment is in need of repair or service. The Company shall not be required to service the equipment unless it has received such written notice from the Subscriber. The Subscriber further acknowledges that the Services may be dependent upon the proper functioning of a battery. If the battery needs service, the Subscriber must notify the Company in writing. The Company shall have a period of 72 hours after receipt of such written notice, exclusive of weekends and holidays, within which to provide service (i.e., replace the unit, transmitter and/or battery, as required). In the event Subscriber moves the Equipment from the location where it was originally installed, or in case any utility such as the telephone company or power supplier makes any repair or interrupts service, the Subscriber agrees to immediately notify the Company and to retest the Services, as described in this Section, without delay. Subscriber agrees to TEST their Equipment MONTHLY. The Company is not responsible for the testing of the Services. The Company may conduct its own testing of Equipment or Services and Subscriber understands and agrees that neither The Company nor its agents or service providers are under a duty to contact Subscriber regarding the results of the Company's testing, including, without limitation, any failure or inability of the Company to detect or connect with the Subscriber's Equipment.

Right to Subcontract Lifeline Response Center Service. The Company may, in its sole discretion, subcontract for the provision of Lifeline Response Center services under this Agreement. The Subscriber acknowledges and agrees that the provisions of this Agreement inure to the benefit of, and are applicable to, any third party Response Center operator (a "Response Center Subcontractor" or "Central Service Subcontractor") engaged by the Company to provide this service to the Subscriber, and the Subscriber agrees to be bound to such Response Center Subcontractor with the same force and effect as this Agreement binds the Subscriber to the Company.

Self-Protection/Subscriber's Duties. The Subscriber understands that the Services are used to help the Subscriber protect his or her person. It does not assure nor guarantee such protection. Subscriber is encouraged, and agrees, whenever practical, to use all other safety and medical devices and techniques available to the Subscriber for such protection. Available devices and techniques are too numerous to list, but include at a minimum: (a) basic health precautions; and (b) adherence to physicians' directions and recommendations.

Equipment Use/Subscriber's Duties. The Subscriber understands that certain laws, rules, regulations and ordinances imposed by governmental authorities, utilities, businesses, homeowner's associations, and/or other entities may affect the Subscriber's rights in relation to the installation of Equipment, and Services provided, under the Agreement.

Physical Response. The Subscriber is advised that certain areas of the country have in existence requirements that when an alarm monitoring service reports a medical alarm to a responding agency, that it must also report such alarm to an entity available 24 hours each day, which entity is contractually obligated to respond to the emergency within one hour or within another designated time frame.

SUBSCRIBER AGREES AND UNDERSTANDS. THAT THE COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERAGE FOR PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMIES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT THE COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE EQUIPMENT AND SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY THE COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT THE COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, EVEN IF DUE TO THE ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF THE COMPANY OR ITS AGENTS , SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE OF THE EQUIPMENT TO PERFORM, OR BREACH OF

CONTRACT , EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SERVICES OR ANY LIFELINE RESPONSE CENTER OR RESPONSE CENTER SUBCONTRACTOR; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE REMOTE PROGRAMMING OR MONITORING OF ANY EQUIPMENT OR LIFELINE RESPONSE CENTER OR RESPONSE CENTER SUBCONTRACTOR FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF THE COMPANY AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY , EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR ANY CLAIM FOR DISTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$1500.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT THE SUBSCRIBER WISHES TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, SUBSCRIBER MAY, AS A MATTER OR RIGHT, OBTAIN FROM COMPANY A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS HIGHER LIMITATION SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY AS AN INSURER.

INDEMNIFICATION: Subscriber agrees to indemnify , defend, waive jury trial and hold harmless the Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against or incurred by the Company by or due to any person not a Party to this Agreement, including the Subscriber's insurance or bonding company, for any expense , loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording or communications, operation or non-operation of the Equipment, Services or Lifeline Response Center Or Response Center Subcontractor facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

FULL AGREEMENT: This Agreement constitutes the full understanding by and between the parties hereto, and may not be amended or modified, except in writing signed by both parties. This Agreement shall not be binding upon the Company unless signed by an authorized officer.

ASSIGNMENT: It is specifically agreed that the Subscriber shall not be permitted to assign this Agreement without the prior written consent of the Company, and any such assignment without such prior approval shall be deemed a breach of this Agreement. The Company shall have the right to assign this Agreement to any other company engaged in a business similar to that of the Company, and upon such assignment, the Company shall be relieved of any obligations created therein.

INVALID PROVISIONS: In the event that any of the terms or provisions of this Agreement shall be invalid or inoperative, all of the other terms thereof shall remain in full force and effect.

UPDATES: Company may post updates and addendums to these Terms and Conditions on this page and may also mail updated Terms and Conditions to the Subscriber address on file.

CELLULAR BASED SOLUTIONS: Subscriber acknowledges and understands that the use of cellular based solutions for Equipment or Services includes additional risks associated with the quality and reliability of cellular signals and Mobile Service. Cellular communications are affected by a number of factors outside the control of Lifeline and may be impaired or blocked by building construction style, building materials, atmospheric conditions (i.e. weather), distance from transmitter to receiver, surrounding terrain, battery life, signal strength, cellular network traffic, cellular tower condition and interference from other cellular devices. Subscriber also understands that cellular based solutions rely on third party services from wireless carriers such as AT&T, All-Tel, Cingular, Sprint, T-Mobile and Verizon that are not controlled by Lifeline or its

representatives.

Subscriber acknowledges that even if cellular solutions work well at the time of first test, activation or installation, Subscriber is responsible for monitoring signal strength, power and service quality on an on-going basis. Lifeline is not responsible for maintaining or monitoring the networks used for communication and can only provide timely and accurate response if all equipment and networks are working correctly and providing adequate signal strength. Users of cellular based solutions should test their equipment on a regular basis to identify any deterioration of network service and signal strength. Subscriber also acknowledges and understands that there may be additional issues related to sending information from the Equipment or Services to the monitoring center over cellular networks beyond what is mentioned here. Subscriber further understands that technology used for cellular communications can fail at any time and Subscriber releases Lifeline, its staff, employees, owners, shareholders, officers, contractors, representatives and vendors from any and all liability related to the transmission of emergency signals or communications over cellular networks.

GPS LOCATION TECHNOLOGY AND SERVICES: Subscriber understands that the Mobile Equipment, Equipment, or Services uses the Global Positioning System (GPS) to provide location data. Subscriber further acknowledges that there are risks involved in using cellular services beyond what is detailed herein. Furthermore, Subscriber releases Lifeline, its staff, employees, owners, shareholders, officers, contractors, and vendors from any and all liability in regards to the transmission of an emergency signal, location information or communication over the cellular network.

This Agreement, and any Addenda hereto (together, the “Agreement”), is the entire Agreement between You and Lifeline. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Lifeline. This Agreement supersedes all prior representations, understandings or agreements between You and Lifeline and may be amended or revised at any time without prior notice to you by Lifeline, at its sole discretion. You agree that this Agreement will be governed by the laws of the Commonwealth of Massachusetts.