

LifeFone Emergency Care Plan Agreement

Fax this form to: 1-800-747-2032
or email: profileupdates@lifefone.com

Complete and return this agreement within 48 hours after receipt of equipment.
Return one copy of this agreement in the prepaid envelope. Call with questions 1-800-882-2280 x407.

1. SUBSCRIBER

First Name:
Last Name:
Street Address:
Apartment/Floor:
City: State: Zip:
County/Township:
Nearest Cross Street:
Home Phone: ()
Alternate Phone: ()
Email:
Date of Birth: Gender: Male Female

2. PAYER (if different from subscriber)

First Name:
Last Name:
Mailing Address:
City: State: Zip:
Phone 1: Home Work Cell
()
Phone 2: Home Work Cell
()
Email:
Relationship to Subscriber:

3. HIDDEN KEY AND LOCK BOX

Hidden Key Location: Lock Box Code:

4. PERSONAL RESPONDERS (List in priority order 1-4. Indicate phone type. Select text/email notification option.)

1. Name:
Relationship: Keyholder: Yes No
Email Address: Send Email Notifications
Indicate Phone Type, and Select to have TEXT notification of Emergency Dispatch sent to Cell
Phone 1: () Home Work Cell
 Send Text Notifications
Phone 2: () Home Work Cell
 Send Text Notifications

2. Name:
Relationship: Keyholder: Yes No
Email Address: Send Email Notifications
Indicate Phone Type, and Select to have TEXT notification of Emergency Dispatch sent to Cell
Phone 1: () Home Work Cell
 Send Text Notifications
Phone 2: () Home Work Cell
 Send Text Notifications

3. Name:
Relationship: Keyholder: Yes No
Email Address: Send Email Notifications
Indicate Phone Type, and Select to have TEXT notification of Emergency Dispatch sent to Cell
Phone 1: () Home Work Cell
 Send Text Notifications
Phone 2: () Home Work Cell
 Send Text Notifications

4. Name:
Relationship: Keyholder: Yes No
Email Address: Send Email Notifications
Indicate Phone Type, and Select to have TEXT notification of Emergency Dispatch sent to Cell
Phone 1: () Home Work Cell
 Send Text Notifications
Phone 2: () Home Work Cell
 Send Text Notifications

5. MEDICAL AND PERSONAL INFORMATION (Vehicle info needed for "On-the-Go" GPS Systems)

Is Subscriber Ambulatory? Yes No Check all that apply: Walker Cane Wheelchair Scooter
Medical Conditions/Physical Limitations:
Allergies:
Preferred Hospital:
Hospital City and State:
Hospital Phone Number: ()
Primary Care Physician Name:
Physician Phone Number: ()
Height: Weight: Hair Color: Ethnicity: Preferred Language:
VEHICLE INFO: Make: Model: Color: Plate#:

6. SPECIAL INSTRUCTIONS

7. ACCEPT AGREEMENT

YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION WITH OR WITHOUT CAUSE AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. ON AND AFTER MIDNIGHT OF SUCH SEVENTH DAY, YOU, THE SUBSCRIBER, MAY CANCEL YOUR AGREEMENT WITH LIFEFONE FOR YOU TO RECEIVE PERSONAL EMERGENCY RESPONSE SERVICE FOR ANY REASON UPON 30 DAYS AFTER YOUR NOTIFYING LIFEFONE IN WRITING OF YOUR CANCELLING SUCH AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THESE RIGHTS. YOUR SIGNATURE INDICATES ACCEPTANCE OF THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM.

Subscriber Signature Date Payer Signature Date

THIS SECTION FOR OFFICE USE ONLY FOR PUBLIC SAFETY RESPONDERS: Use local phone number below — do not enter 911
Police: () Fire: () Ambulance: ()
Unit ID: Entered: Operator: Rep: Account #:

TERMS AND CONDITIONS

1. **PARTIES:** The person identified as Subscriber and the person identified as Payer (collectively, "you" or "Subscriber") hereby contract with MSS Electronics, Inc. d/b/a LifeFone ("Company") for the LifeFone Personal Emergency Response Service ("Service") in connection with the LifeFone personal emergency response system as further described herein ("System"). The Emergency Care Plan Agreement on the reverse side, which incorporates these Terms and Conditions (together, with these Terms and Conditions, this "Agreement"), constitute the terms and conditions of the offering of the Service. **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING THE SERVICE AND YOUR RIGHTS HEREUNDER, INCLUDING, AMONG OTHER THINGS, IMPORTANT WARRANTY DISCLAIMERS (SECTION 12) AND LIMITATIONS OF LIABILITY (SECTION 13) APPLICABLE TO THE SERVICE.** By signing the Terms and Conditions; separately acknowledging agreement to this Agreement; and/or using any part of the Service, you acknowledge and agree that (a) you have had the opportunity to read and review these Terms and Conditions and (b) you accept the Terms and Conditions and agree to be bound by them. You may print these Terms and Conditions by clicking the print button on your Internet browser.
2. **SYSTEM AND SERVICE:** The System may include a base station (wired or cellular), mobile device, charging cradle, help button (necklace or wristlet), automatic fall detection pendant and/or such other equipment as provided from time to time by Company. For "At Home" systems, Company recommends using an RJ31X or equivalent telephone jack to give the wired base station priority over other telephone lines. When the wired base station is using the primary phone line to connect to a monitoring center ("Response Center") that may be operated by LifeFone directly or by a separate monitoring service provider, you will not be able to use your telephone to make other calls (including 911 calls). Therefore, you may opt to have the System connected to a second telephone line. The Service consists solely of the receipt, analysis and response to designated medical alarm signals from the System, and, if applicable, notification and location services through Company's server. Upon receipt of a signal, Company will make every reasonable effort to promptly contact Subscriber, and if Company deems necessary in its reasonable judgment, notify the applicable emergency authority, such as the fire department, police or ambulance service and your designated emergency contacts in the order you designate (each a "Responder"). The Service is intended to be used by you only for medical and other similar personal emergencies. The Service does not detect 100% of falls. You agree and acknowledge that the Service does not prevent death, bodily or personal injury, or any harm of damage to you or others, and does not detect, observe, view, or prevent an unauthorized intrusion onto your premises or any other emergency condition such as fire, smoke, carbon monoxide or water damage. You agree and acknowledge that the use of the Service is voluntary. The 911 emergency services line is an alternative to the Service. Subscriber agrees Company may rely absolutely on the statements of Subscriber, Responders, or any person who says they are acting on behalf of a Responder or Subscriber with respect to the location and condition of Subscriber. Subscriber agrees Company is not responsible for the promptness, sufficiency or adequacy of the action of any Responder or any third party acting for a Responder. Subscriber agrees Company in no way represents or guarantees Responders can be contacted, can or will respond, or that any response will be safe or effective. Subscriber agrees Responders have been designated by him or her and are not agents or other representatives of Company.
3. **TERM AND TERMINATION:** The term of this Agreement shall begin upon acceptance of the Service (as described in Section 1) and will continue on a month-to-month basis until terminated by either party. You may terminate this Agreement at any time by (1) calling 800-882-2280, (2) emailing service@lifefone.com or (3) providing written notice to LifeFone at 16 Yellowstone Avenue, White Plains, NY 10607-1324. Company may terminate this Agreement at any time for abuse of the Service. The equipment is loaned to you. Upon termination and unless otherwise agreed to in writing, you will return the System to Company by either (1) mailing the System to Company at your expense or (2) paying for UPS pick-up. If you fail to return the System within thirty (30) days following termination or otherwise damage the System, you agree to reimburse Company for the System's fair market value. The fair market value of "At Home" systems (without GPS) including help buttons, is \$295.00. The fair market value of All-in-One "On-The-Go" systems (with GPS) is \$195.00.
4. **SUBSCRIBER DUTIES:** The Subscriber must: (a) provide and be responsible for suitable electrical and telephone service for installation and operation of the System; (b) select and give accurate information as to all Responders and inform Company if any contact information changes. Subscriber represents that personal Responders have agreed to act as Responders; (c) not alter or attempt repairs to System; (d) not move System to another physical address without prior notice to Company; (e) allow access for Company representatives to inspect System for maintenance or removal of System after termination; (f) not cause repeated or frequent inadvertent or any willful false alarms; (g) provide Responders with access to Subscriber's premises. In the event a Responder is sent to your premises and cannot enter through the door, you assume any and all risk of personal injury or loss or damage to your premises or the contents thereof; (h) promptly inform Company in writing of any changes to the information provided in this Agreement; (i) test System at least once a month and notify Company if any repairs are required; and (j) pay any fine resulting from a false alarm, including an inactivity alarm.
5. **INTERRUPTION OF SERVICE:** Subscriber acknowledges the System sends its signals using electrical and telephone company lines which are wholly beyond the control of Company and **IN THE EVENT TELEPHONE SERVICE IS OUT OF ORDER OR DISCONNECTED, THE SYSTEM WILL NOT OPERATE.** Company does not assume any liability for interruption of the Service due to strikes, riots, insurrections, sabotage, terrorist activities, floods, storms, earthquakes, fires, power failure, interruption of telephone service, acts of God, governmental actions, pandemics, or any other cause beyond Company's control including, without limitation, the activities of Subscriber. **COMPANY IS NOT REQUIRED TO SUPPLY THE SERVICE DURING THE CONTINUATION OF ANY INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE.** Subscriber further acknowledges that using telephone service provided via the internet, broadband, VoIP, or any other non-traditional telephone service presents additional risks for non-transmission of signals from the System and the System may not operate as intended.
6. **CONSENT TO DISTRIBUTION OF INFORMATION:** Subscriber is providing Company with certain medical information for the purpose of providing the Service. Subscriber agrees that Company, the Response Center, Responders and any necessary third parties, as determined by us in our reasonable discretion, all may receive access to such medical information along with any information contained in this Agreement or otherwise provided by Subscriber to Company. Subscriber releases Company and Response Center from all liability, which may arise out of their disclosure of such information to Company, Response Center, Responders or any other necessary third parties. You acknowledge that all communications between you, Company and/or Response Center may be recorded, and you consent to such recording. Further, you, for yourself and as the authorized agent of any third party who is at any time on the premises, hereby consent to Company and/or Response Center recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic and other forms of transmission or communication that come into the possession of Company and/or Response Center in the normal performance of its duties under this Agreement or as required by court order or legal process.
7. **PRIVACY PRACTICES:** You acknowledge and agree you have received a Notice of Privacy Practices as required under Standards for Privacy of Individually Identifiable Health Information; final Rule (45 CFR Parts 160 and 164). You consent to the use and disclosure of protected health and other information about you as provided both in this Agreement and created in the course of providing the service as follows: (a) Treatment – Company and the Response Center use and disclose protected health information to provide, coordinate, and manage the Service. Company and the Response Center use and disclose this information to third party health care providers and other entities, including Responders, who need this information to ensure the provision of your Services. (b) Payment - Your protected health information will be used as needed to obtain payment for the Service or other related health care services. (c) Healthcare Operations - Your protected health information may be used or disclosed as needed as permitted by law in order to support the business activities of Company, the Response Center or the hospital or healthcare providers who provide the Service, or who referred you to the Service.
8. **FALSE ALARMS OR ABUSE OF SERVICE:** Subscriber agrees to reimburse Company for any fee assessed against Company as a result of false alarms originating from Subscriber's premises which Company considers to be excessive.
9. **FORCED ENTRY AND INACTIVITY ALARMS:** Subscriber agrees that if ANY ALARM SIGNAL is received by Company and/or the Response Center and a Responder is sent to Subscriber's premises and Subscriber cannot let Responder into the premises and Responder does not have a key **THE SUBSCRIBER AUTHORIZES RESPONDER TO BREAK INTO SUBSCRIBER'S PREMISES. SUBSCRIBER UNDERSTANDS THAT THIS MAY CAUSE DAMAGE TO THE PREMISES. SUBSCRIBER WAIVES ANY CLAIM AGAINST COMPANY, RESPONSE CENTER OR ANY RESPONDER, WHICH MAY ARISE AS A RESULT OF FORCED ENTRY INTO THE PREMISES. SUBSCRIBER SPECIFICALLY WAIVES ANY CLAIM FOR DAMAGE RESULTING FROM FORCED ENTRY AFTER AN INACTIVITY ALARM OR FALL DETECTION ALARM EVEN IF SUBSCRIBER IS SIMPLY NOT AT THE PREMISES.**
10. **ATTORNEYS' FEES:** In the event that it shall become necessary for Company to institute legal proceedings against Subscriber to enforce any provision of this Agreement, Subscriber agrees to pay Company's reasonable attorneys' fees, except where prohibited by law.
11. **ASSIGNMENT; THIRD PARTY BENEFICIARIES:** This Agreement may not be assigned by Subscriber except with the prior written consent of Company. However, Company can assign this Agreement or subcontract its obligations without Subscriber's consent. If Company assigns or subcontracts any of its obligations hereunder, anyone to whom Company assigns or subcontracts its obligations shall have all of Company's rights under this Agreement to the extent so assigned or subcontracted.
12. **WARRANTIES AND DISCLAIMER:** Subscriber understands and agrees (a) Company is not an insurer and that insurance, if any, covering personal injury or other personal claims and property loss or damage on Subscriber's premises shall be obtained by Subscriber in such amounts and covering such perils as Subscriber may determine; (b) Company is being paid to provide a Service and the amounts being charged by Company are not sufficient to guarantee no loss will occur; and (c) Company is not assuming responsibility for any losses which may occur even if due to Company's negligent performance or failure to perform any obligation under this Agreement. Subscriber assumes all risk of loss or damage to the premises or the contents thereof, or personal injury. **COMPANY MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO THE SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SERVICE AND THE SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
13. **LIMITATION OF LIABILITY: IF COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF THE PROVISION OF THE SERVICE, ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING MONITORING THE SYSTEM, IN ANY RESPECT AT ALL, COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED \$500. COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE SUBSCRIBER AND COMPANY. IF COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO A FAILURE OF THE SERVICE, THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), THEFT, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, AND ANY OTHER THEORY OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**
14. **INDEMNIFICATION:** Subscriber agrees to indemnify and hold harmless Company, its employees and agents, from and against all third party claims, lawsuits and losses alleged to be caused by Company's performance, negligent performance or failure to perform its obligations under this Agreement, including any failure of the System or Service.
15. **ARBITRATION:** Except for actions arising from Subscriber's failure to make payments under this Agreement, the parties agree to resolve through binding arbitration all suits, causes of action, controversies, claims or disputes (collectively referred to as "Claims") that arise by virtue of this Agreement or otherwise. Arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$1,000,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be New York, New York. Any award under this Section shall be subject to the limitation of Company's liability set forth in Section 13 and the arbitrator(s) shall not award consequential, special, exemplary, punitive or incidental damages in any arbitration initiated under this Section. **THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER PERSONS OR ENTITIES DOING BUSINESS WITH COMPANY, OR OTHER PERSONS OR ENTITIES SIMILARLY SITUATED. FURTHERMORE, CLAIMS BROUGHT BY OR AGAINST COMPANY MAY NOT BE JOINED OR CONSOLIDATED IN THE ARBITRATION WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER COMPANY SUBSCRIBER, UNLESS OTHERWISE AGREED BY THE PARTIES.** The costs of any arbitration, including all related fees and costs, shall be paid by the non-prevailing party as determined by the arbitrator(s), or shall be levied in an equitable manner as determined by the arbitrator(s). The arbitrator(s) shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, formation or enforceability of this Agreement. The proceedings conducted under this Agreement shall be held in confidence by the parties. **EXCEPT AS OTHERWISE PROHIBITED BY LAW OR AS EXPRESSLY PERMITTED BY THIS SECTION, THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ALL RIGHTS THAT THEY MAY HAVE TO A JURY TRIAL OR BENCH TRIAL AS IT RELATES TO ANY CLAIMS ALLEGED BY THE OTHER PARTY, EXCEPT AS OTHERWISE PROHIBITED BY LAW. THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. SUBSCRIBER SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF ITS INTENTION TO DO SO TO COMPANY WITHIN 60 DAYS OF THE EXECUTION OF THIS AGREEMENT.**
16. **CONTACT INFORMATION:** You expressly authorize Company to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with Company, including, without limitation, communications about your System, this Agreement, the Service, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your System or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization by a signed writing mailed return receipt to LifeFone, 16 Yellowstone Avenue, White Plains, NY 10607-1324.
17. **ENTIRE AGREEMENT/MODIFICATION:** This Agreement, including the Emergency Care Plan Agreement on the reverse side, these Terms and Conditions along with any other forms or attachments hereto, contain the entire understanding between Subscriber and Company and replaces any other documents or discussions that Company previously had you with respect to this subject matter. You agree and acknowledge that Company may modify these Terms and Conditions from time to time. The Company's current Terms and Conditions are available at www.lifefone.com. This Agreement shall be governed in accordance with the laws of the State of New York. Electronic signatures are binding on the parties. Subscriber authorizes Company to convert this Agreement to an electronic format and to destroy all original written documents. Such electronic copy shall be authoritative and legally equivalent to the original. This Agreement cannot be changed except by a writing signed by both Subscriber and Company. If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation."