LIFELINE MONITORING SERVICES
Care Plan Agreement – Terms and Conditions

HOW LIFELINE WORKS
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.)

By signing the accompanying Lifeline Care Plan Agreement form or by virtue of your use of the Equipment and/or Service, you agree to the following terms and conditions:

What is the Lifeline service? Depending on the particular service 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 a Mobile Help button (MHB) that does not require a Communicator (collectively, including any related accessories (e.g. key box), the “Equipment”). Be sure to read the User Manuals for this Equipment. Lifeline will monitor the signals sent from the Equipment to the Lifeline Response center (“Service”). If the Lifeline Response Center 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 MHB (“Mobile Equipment”) will be able to send a help signal to the Lifeline Response Center via a cellular signal, if cellular service is available. The MHB permits two-way communications between you and our response center directly through a microphone and speaker built into your MHB, and contains technology designed to help us approximate your location.

Mobile Location Tracking. You understand that Lifeline attempts to track your approximate location whenever it receives a signal from your Mobile Equipment. 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, third party service providers (including emergency services) and any person claiming to be acting on behalf of a Caregiver. Lifeline does not guarantee that we can always track your location, due to the limits of the location tracking technology.

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 the 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.

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 right in any number assigned to you or your MHB 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 MHB, in accordance with the User Manual instructions. The MHB contains an internal battery, but will not work if unplugged during a power outage or if A/C power is not provided. Lifeline does not take responsibility to notify you or your Caregivers if your MHB 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 telephone service is down.
- Give accurate information about your 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 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.
- Not utilize the MHB if you have an implantable cardiac device such as a pacemaker or defibrillator.
- Power down your MHB 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 MHB 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.

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 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/ MHB.** If you order the AutoAlert Help Button or the MHB, 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.

**How Lifeline Uses Your Personal Information.** You are providing Lifeline with health, financial and other personal information so that Lifeline can provide the Service. You agree that Lifeline, Caregivers, other parties named in the Agreement (e.g. referral source, program, etc.), and other parties you (or a Caregiver with administrator privileges) may otherwise designate can receive that information. You agree that if a Caregiver or other assistance is sent to your home or elsewhere (an “Incident”), Lifeline may notify Caregivers, other parties named in the Agreement (e.g. referral source, program, etc.) and other parties you (or a Caregiver with administrator privileges) may otherwise designate regarding such Incident. All communications between you and Lifeline (including but not limited to all telephone conversations to/from any Lifeline call center, and any communications using a Lifeline communication device) relating to this Agreement, may, and without further notice to you, be monitored and/or recorded to provide you with the Service and/or for quality assurance purposes. You hereby acknowledge and consent to all such monitoring and recording.

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.

**Forced Entry.** You understand that if a help signal is received by Lifeline and a Caregiver, or other responder is sent to your home, Lifeline is NOT RESPONSIBLE – and you relieve Lifeline of any liability for how entry is made to your home. (For example, if a responder does not have or cannot find a key, you hereby authorize the responder to break into your home, even if this will cause damage).

If you have a hidden key location, lockbox or garage opener, you are responsible for maintaining the key or lockbox in an accessible location and informing Lifeline of any changes to the location of the key or the access code.

**Billing and Payment Information.** Lifeline will firstbill you when your Equipment is shipped to you. You agree to pay the applicable fees for the Equipment and Service along with any sales tax, shipping and handling, enrollment fee, and any additional Lifeline services you later order. Fees are subject to change upon 30 days' prior written notice to Payer. Payment is due upon your receipt of an invoice. Past due balances (over 30 days) are subject to a monthly finance service charge of 18% percent per year, or the maximum allowable by law. If Lifeline must institute legal proceedings to collect payments due, then you agree to pay Lifeline’s reasonable attorney’s fees for such collection action unless prohibited by law. You agree to pay for a full month of service for any month in which you have Service. Lifeline reserves the right to charge a fee for any replacement Equipment, including but not limited to a Communicator, a PHB (with or without AutoAlert) or MHB; contact Lifeline Customer Service to ask about current fees for replacement 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 to one or more other subscribers; (vi) using 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.

**Term of Service.** Your Service term starts when the Equipment is shipped even if you do not promptly install your Equipment. The Service term will continue on a month-to-month basis until terminated by you or Lifeline. To terminate your Service you must contact Lifeline Customer Service and arrange for the cancellation of your Service subscription. If Service is terminated, you will return rented Equipment to Lifeline at your expense either by mail or arranging for pick up (for a fee) by a Lifeline representative. Prior to returning the Equipment, you will ensure that your Equipment is packaged for shipment in accordance with Lifeline’s instructions. If you do not return the rented Equipment within 30 days after termination, Lifeline reserves the right to charge you a “Lost Equipment” fee. The Lost Equipment fee is $500 for Mobile Equipment, and $400 for all other Equipment.

Lifeline 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 Equipment, including warranty of merchantability or fitness for a particular purpose. LIFELINE’S MAXIMUM LIABILITY ARISING OUT OF PROVIDING THE SERVICE (INCLUDING WIRELESS SERVICE), INCLUDING THE EQUIPMENT, OR ITS USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED ALL PAYMENTS RECEIVED BY LIFELINE FOR THE EQUIPMENT AND SERVICE PROVIDED TO YOU UNDER THIS AGREEMENT. In no event shall Lifeline be liable for special, incidental or consequential damages. Some states do not allow exclusion or limitation of incidental or consequential damages, so those particular limitations may not apply to you.

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.

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<tr>
<th>Signatures of Subscriber/Care Recipient (and, if different, Payer)</th>
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<tr>
<td><strong>Subscriber/Care Recipient</strong></td>
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<tr>
<td>By signing below you confirm that:</td>
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<tr>
<td>1. you agree to the terms of this agreement and accompanying document HOW LIFELINE WORKS; and</td>
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<td>2. you have been given the User Manual for the Lifeline equipment.</td>
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