



Medical Alert System SERVICE AGREEMENT

1818 Market Street, Suite 1200
Philadelphia, PA 19103
Phone: (800) 313-1191

PLEASE SIGN TWO COPIES. RETAIN ONE FOR YOUR RECORDS AND RETURN THE OTHER WITHIN SEVEN DAYS. CROSS OUT AND MAKE ANY CHANGES OR ADDITIONS AS NEEDED.

Account Number

Customer(s)		
Name		
Street Address		Township
City	State	Zip Code
Cross Streets		Home Phone
Email Address		Cell Phone
Work Phone		Date of Birth
Location of EMT Card		Gender (M/F)
Ethnicity		
Height	Weight	Hair Color
Eye Color		

Please list up to 4 emergency contacts below in the order to be contacted.

Emergency Contact #1 (required)		
Name (required)		
Relationship		
Home Phone		Cell Phone
Work Phone		Email
Has key to Home		<input type="checkbox"/>

Emergency Contact #2 (optional)		
Name		
Relationship		
Home Phone		Cell Phone
Work Phone		Email
Has key to Home		<input type="checkbox"/>

Emergency Contact #3 (optional)		
Name		
Relationship		
Home Phone		Cell Phone
Work Phone		Email
Has key to Home		<input type="checkbox"/>

Emergency Contact #4 (optional)		
Name		
Relationship		
Home Phone		Cell Phone
Work Phone		Email
Has key to Home		<input type="checkbox"/>

Medical Guardian will store the information contained on this Service Agreement to aid in the event of an emergency. Please ensure that it is accurate, complete and returned promptly. CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT INCLUDING THOSE ON THE REVERSE SIDE. CUSTOMER ACKNOWLEDGES HAVING READ THIS AGREEMENT IN ITS ENTIRETY.

SIGN HERE ↓

Name		
Signature		Date

Terms and Conditions of Use

THE SYSTEM AND MONITORING SERVICES. The "System" refers to Company's personal response console, personal transmitter(s) and any other accessories or devices provided by Company, including any lock box. "Premises" refers to Customer's address set forth above.

Monitoring service consists solely of monitoring service personnel ("Personnel") alerting the persons, entities or agencies you have identified in writing ("Responders"). Company will provide monitoring and notification services seven (7) days per week, twenty-four (24) hours per day. After the monitoring facility (Facility) receives data or other communication from the System reporting conditions that require assistance (a "Response Condition"). After the Facility receives a Response Condition, but before alerting any Responders, Personnel may, in their sole and absolute discretion and without any liability, (a) contact or attempt to contact the Premises as frequently as they deem appropriate to verify the need to alert Responders to the Response Condition; and (b) after being told by anyone at the Premises to disregard the Response Condition, not alert Responders of the Response Condition or advise Responders to disregard the Response Condition.

ASSIGNEES AND SUBCONTRACTORS. This Agreement is not assignable by you. This Agreement or any portion thereof is assignable by Company in its sole discretion. Company may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. You acknowledge and agree that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Company to provide any service set forth herein to you, and bind you to such subcontractors with the same force and effect as they bind you to Company.

PAYMENT. The Customer understands that billing commences on the date services are ordered (further referred to as "Point of Sale") and will be charged to the payment method authorized at the point of sale for the amount specified by Company. The renewal payment will be due each billing cycle (monthly, quarterly, or annual) unless and until this Agreement is terminated. The Customer authorizes Company to auto withdraw the renewal payment and any past due amounts using the default payment method on file at the time the subscription is scheduled to renew. The Customer agrees to pay all sales, service, property, use and local taxes, and any additional fees or charges arising under this Agreement. Balances that are over thirty (30) days past due will be subject to a monthly finance charge equal to 1.5% per month or the maximum allowable by law. In the event that it becomes necessary for Company to undertake legal proceedings to collect payments due under this Agreement, the Customer agrees to reimburse all reasonable attorneys' fees associated with such collection action, except where prohibited by law.

PROMOTIONAL DISCOUNTS. The Customer understands that if any changes are made to the initial order, including billing cycle changes, within twelve (12) months of date of sale that all promotional discounts will be forfeited. The Company will have the right to offset any of these additional costs against any monies due to the customer.

TERM & TERMINATION. This "Term and Condition of Use" shall begin when the payment of the System has been successfully processed and will continue unless and until terminated as provided below. Company, in its sole discretion, may suspend the Services or terminate this Agreement. The Customer may terminate this Agreement at any time by sending written notification to Attn: Cancellation 1818 Market Street, Suite 1200 Philadelphia, PA 19103.

If Customer fails to make payment, Company will notify Customer of the date Services will be terminated. All notifications of termination will be delivered to most recent billing address provided by Customer. Once Services are terminated, Company is not liable for injury or any expenses that may be incurred by Customer as a result of Services being terminated. The System may not function correctly without an active service plan. If Company reactivates the Services, the Customer shall pay, in advance, Company's then prevailing reconnection fee.

If the System is returned unopened within 14 days of initial delivery, the Customer will receive a full refund on the purchase price of the System. An unopened System can be returned between 15 and 30 days of initial delivery for a refund on the purchase price of the System less a \$50 restocking fee. An opened System can be returned within 30 days of initial delivery for a refund on the purchase price of the System less a \$50 restocking fee.

SYSTEM INSTALLATION, ACTIVATION AND USE. Customer must abide by Company's written requirements for the installation and use of the System outlined in the System User Manual. The System User Manual is incorporated by reference in this Agreement as if set forth in full herein. Customer acknowledges receipt of a copy of the system user manual with the delivery of the System. Company may re-publish the System User Manual from time-to-time and Customer shall be bound thereby upon Company's delivery thereof to Customer.

FALSE ALARMS AND FORCED ENTRY. If the System is activated for any reason, you alone shall pay any fines, fees, costs, expenses or penalties assessed against you. Company or Facility by any court or governmental agency. You must provide Responders access to the Premises. If you fail to provide access, Responders may use force to enter the Premises, and that may result in damage. You alone are responsible for any such damage. Company has no control over response times for Responders. You acknowledge that you may be able to reach Responders more quickly by telephone, including by dialing 911. You hereby release Company and Responders from all claims, losses and damages that may arise from any forced entry or delayed response.

SYSTEM EQUIPMENT. The System may include, depending on the plan selected, a base station (wired or cellular), mobile device, cradle charger, pendant and automatic fall detection pendant. Company recommends using an RJ31X or equivalent telephone jack to give the wired base station priority over other telephones in the Customer premises. When the wired base station is using the home phone line to connect to the monitoring center, the Customer will not be able to use the Customer home telephone to make other calls (including 911 calls). Therefore, the Customer may opt to have the System connected to a second telephone line. If the Customer chooses to use a second phone line, the Customer must provide that number to Company in addition to the Customer primary home phone number.

The Customer is responsible for ensuring that the Customer phone is in good working order. The use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals or interfere with the telephone line-seizure feature of the alarm system (or both). DSL, VoIP or other broadband service should not be installed on a telephone number that is used for alarm signal transmission. If the Customer plans to install DSL, VoIP or other broadband service, the Customer should test the System immediately after the installation of any such services. Company, in its sole discretion, may repair or replace the System if it becomes damaged or is defective, unless (i) the System has previously been disassembled, repaired or modified by

someone other than us or our authorized service representative or (ii) the System has been damaged as a result of the negligence or misconduct by any person other than us or our authorized service representative.

LIMITATIONS OF THE SYSTEM AND THE SERVICES. Company is not responsible for the promptness, sufficiency or adequacy of the action of any Responder. Company will not send any of its personnel to the Customer location in response to an emergency signal. Neither the System nor the Services can prevent death, bodily or personal injury, or any other harm or damage to the Customer or others who use them. The System and the Services may rely on the availability of the Customer home telephone service provider, cellular network coverage, and the availability of global positioning system ("GPS") data to operate properly. There is always a chance that the System may fail to operate properly. The Fall Detection Pendant, if included, does not detect 100% of falls. If Customer is able, Customer should press your help button on Fall Detection Pendant in the event of an emergency. The 911 emergency services line is an alternative to the System and the Services. If messaging capabilities are included with the System, messages are made available for 14 days from the time of delivery.

INSURANCE. Company is not an insurer. The monitoring service fee is based solely on the services we provide and the limitation of liability and other protections arising under this agreement. Accordingly, you shall maintain insurance in an amount sufficient to provide full and complete coverage for any loss, damage or expense that may be sustained by you, your family or others, including medical insurance, disability insurance, life insurance and property insurance. Company and representatives (as that term is defined in the next paragraph) are released for all such loss, damage and expense.

LIMITATION OF LIABILITY. Should there arise any liability on the part of company or any of its officers, directors, shareholders, members, partners, employees or subcontractors (and the employees of sub-contractors) (collectively, "representatives") for any personal injury or death or any other loss, damage, cost or expense, property damage or other liability arising out of or from, in connection with, or related to any reason, including the (1) active or passive, sole, joint or several negligence of any kind or degree of company or any of the representatives, (2) improper operation of the System or the failure of the System to operate; (3) breach of contract, or (4) any claims for subrogation, contribution or indemnification, all such liability shall be limited to the maximum sum of \$1,000.00, collectively for company and representatives

CONSEQUENTIAL DAMAGES. In addition to any other provision in this agreement, company shall not be liable for any general, direct, special, exemplary, punitive, incidental or consequential damages.

WAIVER OF SUBROGATION. You waive any rights your insurance company may have to sue company or representatives for money paid to you or on your behalf.

INDEMNIFICATION. If anyone other than you, including your insurance company, asks company or representatives to pay for any loss, damage, cost or expense (including property damage, personal injury or death) arising out of or from, in connection with, related to, as a consequence of, or resulting from any reason, including (1) the active or passive, sole, joint or several negligence of any kind or degree of company or any of the representatives, (2) the improper operation of the System or the failure of the System to operate; (3) the breach of contract, or (4) any claims for subrogation, indemnification or contribution, you agree to pay (without any condition that company or representatives first pay) for all such loss, damage, cost and expense, including attorneys' fees, which may be asserted against or incurred by company or any of the representatives in connection with any and all such claims.

CONSENT TO COMMUNICATE BY TELEPHONE. The Monitoring Services require that we or the Monitoring Center communicate with you or the persons whose name and telephone number you provide. Such communication may take different forms, including a live telephone call, a pre-recorded telephone message using an auto-dialer, an SMS or other form of text message or some other form of electronic communications (collectively, Communications Methods"). The Monitoring Center will communicate with you and other persons at the telephone number you provide, including any mobile phone number or residential landline number using one or more of the Communications Methods, in the Monitoring Center's sole discretion. You must (a) inform each such person that the Monitoring Center will communicate with them at such numbers using one or more of the Communications Methods; and (b) obtain permission from such person that the Monitoring Center may (i) use one or more of the Communications Methods to communicate with them at such telephone numbers; and (ii) record such communications as set forth more fully in this Agreement. You also give Company and its contractors or representatives permission to use the telephone to communicate (via any of the Communications Methods set forth above) for all matters, including promotional and sales-related matters or collection matters from time-to-time.

SEVERABILITY. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing.

LIMITED WARRANTY INFORMATION. Company warrants the System and accessories against defects in materials and workmanship for one year from date of receipt. The warranty does not cover against normal wear and tear, nor damages caused by accident or abuse. Call Company to obtain service. Subject to the full terms available at <http://www.medicalguardian.com/legal>. If a valid claim is submitted under this warranty, Company will either repair, replace, or refund the System per its own discretion. Warranty benefits work in conjunction with rights provided under local consumer laws.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Customer and Company concerning the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law provisions. In the event that it should become necessary for Company to institute legal proceedings to enforce any provision of this Agreement, the Customer agrees to pay Company reasonable attorneys' fees and costs, except where prohibited by law.

UPDATES. Company may post updates to these Terms and Conditions of Use on its website (www.medicalguardian.com) and may also mail updated Terms and Conditions of Use to the customers address on file.