

CONTRACT TERMS & CONDITIONS

belle[®]
X Series



CONTRACT TERMS AND CONDITIONS

THIS AGREEMENT LIMITS OUR LIABILITY AND YOUR REMEDIES. READ IT CAREFULLY.

Below are the Contract Terms and Conditions for your medical alert device and monitoring services. If you do not agree with these Contract Terms and Conditions, simply call the customer service number at 888-983-5712 within 30 days of delivery to discontinue your monitoring services. By retaining and/or using your medical alert device beyond 30 days of delivery, you accept and agree to the below Contract Terms and Conditions, and those terms and conditions become binding.

This is an agreement (the "Agreement" or the "Contract Terms and Conditions") between the User ("User," "you" or "your") and Life Protect 24/7, Inc. ("Company"), (Company is sometimes referred to as "we," "us" or "our"). The "Effective Date" is the date on which you place your order with us.

The "Medical Alert Program" means the program through which you have (i) selected the Equipment (as defined in the next sentence); and (ii) subscribed to Monitoring Services (as defined in Section 3 below). The "Equipment" refers to the personal emergency response system, personal transmitter(s), and any other accessories or devices we provide you.

1. How long this Agreement Lasts. The term of your Monitoring Services under this Agreement is month-to-month beginning on the day you subscribe to Monitoring Services and continuing for successive month-to-month periods. You or we may terminate your Monitoring Services and this Agreement by providing the other party thirty (30) days' written notice of termination. In addition, we may terminate your Monitoring Services and this Agreement for cause, including if you fail to pay us any amounts due following ten (10) days notice from us. The effective date of termination of this Agreement is called the "Termination Date." Sections 2 and 6-33 of this Agreement will survive termination of this Agreement.

2. Payment. You will pay us the amount set forth in your service order each month until the Termination Date. You authorize us to charge the credit card or bank account on file for all amounts due. Payment of the Medical Alert Program fee is due as of the Effective Date and, after that, on the same day each subsequent calendar month that is established as your monthly payment date, or if such the date falls on a weekend or holiday, the next business day until the Termination Date. We will provide you a written billing statement following your written request. You are solely responsible for any taxes due as a result of this transaction other than our income taxes.

3. Monitoring Services. "Monitoring Services" means monitoring center personnel (the "Operators") at a monitoring center authorized by us or any other entity or individuals acting on our behalf (the "Monitoring Center") to alert the persons, entities or agencies you have identified to us in writing (the "Responders") after the Operator receives data or other communication from the Equipment reporting conditions that require assistance (a "Care Call"). After the Monitoring Center receives a Care Call, but before alerting any Responders, an Operator may, in their sole discretion, (a) attempt to verify the need to alert Responders; and (b) based on information received by the Operator, decide not to alert Responders of a Care Call or advise Responders to disregard a Care Call. We will not be obligated to provide a Care Call if you are late in making payments due. The Monitoring Center is only permitted to collect your IP address and precise location.

THE MONITORING SERVICES ARE INTENDED FOR NON-EMERGENCY, NON-TIME-CRITICAL, INFORMATION AND COMMUNICATION OF ALERTS. YOU ACKNOWLEDGE AND AGREE THAT THE MONITORING SERVICES ARE NOT INTENDED TO BE AND WILL NOT NECESSARILY BE 100% RELIABLE AND 100% AVAILABLE.

YOU AGREE THAT YOU WILL NOT RELY ON THE MONITORING SERVICES SOLELY FOR SAFETY, SECURITY AND EMERGENCY NOTIFICATIONS. THE MONITORING SERVICES ARE NOT A REPLACEMENT FOR EMERGENCY SERVICES AND THAT THE MONITORING SERVICES AND EQUIPMENT ARE NOT CERTIFIED FOR EMERGENCY RESPONSE. THE MONITORING SERVICES ARE NOT PART OF ANY THIRD-PARTY MONITORED EMERGENCY SYSTEM FOR NOTIFYING OR DISPATCHING ANY EMERGENCY SERVICES. THE MONITORING CENTER SHOULD NOT AND CANNOT BE CONSIDERED A LIFESAVING SOLUTION FOR PEOPLE OR PROPERTY AT RISK, AND THEY ARE NOT A SUBSTITUTE FOR EMERGENCY SERVICES.

4. Location-Based Services. Some of the Equipment uses technology to permit third-parties, including the Monitoring Center, to determine where you are physically located at any given time (the "Location Based Services"). (Please refer to your Welcome/ User Guide or our website to determine if your Equipment uses Location Based Services.) Location Based Services may work even if you are not in communication with the Monitoring Center. The accuracy of the Location Based Services is limited, and the Company, the Operators, the Monitoring Center, the Responders, or others may not be able to identify your location or the location of the Equipment precisely or at all. You authorize the Company to collect location-based information. We will only share your location-based information with the Operators, the

Monitoring Center, the Responders, any person or entity that acquires the Company and/or the Company's interest in and to the Monitoring Services, or any other person or entity you specifically designate and only for the purpose of providing and improving the Monitoring Services.

ANY AND ALL LOCATION-BASED INFORMATION IS MADE AVAILABLE FOR INFORMATIONAL AND PLANNING PURPOSES ONLY AND IS NOT INTENDED TO BE RELIED UPON IN SITUATIONS WHERE PRECISE LOCATION INFORMATION IS NEEDED OR WHERE ERRONEOUS, INACCURATE, TIME-DELAYED OR INCOMPLETE LOCATION OR MAP DATA MAY LEAD TO DEATH, PERSONAL INJURY, OR PROPERTY OR ENVIRONMENTAL DAMAGE. YOU AGREE THAT LOCATION-BASED INFORMATION MAY VARY FROM ACTUAL LOCATION(S), ROAD, OR TERRAIN CONDITIONS DUE TO FACTORS THAT CAN AFFECT THE ACCURACY OF THE MAP DATA, SUCH AS, BUT NOT LIMITED TO, WEATHER, ROAD, AND TRAFFIC CONDITIONS, GEOPOLITICAL EVENTS, AND CONDITION OR STATUS OF YOUR CELLULAR PHONE OR CELLULAR SERVICES. WE DO NOT GUARANTEE ACCURACY OR COMPLETENESS OF ANY LOCATION-BASED INFORMATION.

5. Equipment Installation and Use. You agree to follow our written requirements for the installation and use of the Equipment provided in the User Guide. We may modify this information from time to time.

6. The Equipment May Not Always Work. The Equipment uses a telephone network (the "Network") to transmit and receive data and other communications. (The Network may be wireless or use some other form of telephone network. Please refer to your Welcome Guide or our website to determine if your Equipment uses a wireless network.) If the Equipment is not connected to the Network or the Network is not available for any reason, we will not receive data or other communications and will not be able to provide the Monitoring Services. There are any number of reasons the Network may not be available, including where the Equipment is out of range or because of certain conditions such as topography, buildings, or the weather. We are not responsible if the Equipment cannot connect to the Network. Also, if you use a wireless network to connect, you are responsible for ensuring that the wireless network provides the correct physical address to the Monitoring Center.

7. Data, Privacy, and Security. This Agreement is subject to the terms and conditions set forth in our Privacy Policy available at <https://lifeprotect247.com/privacy-policy/>, all of which are incorporated herein by this reference (the "Privacy Policy"). Subject to applicable laws, we will exclusively own any location-based information or other information or data

ri
ir
ri
"
a
h
p
a
E
c
tr
ir
li
8
c
tr
c
c
p
9
P
A
I
N
R
S
"
R
C
A
E
P
Y
S
N
E
S
L
I
E
I
A
E
C
A
A
A
If
C

relating to the Equipment and/or your use of the Equipment, including any data received from the Equipment and any related audio recordings or communications (collectively, "Data"). Subject to Section 4, we may share, provide or copy any of the Data as permitted under our Privacy Policy. We have implemented reasonable organizational, technical, physical, and administrative steps designed to protect Data against loss, misuse, and unauthorized access or disclosure. Despite our efforts, no method of transmission of information over the internet or storage of information is guaranteed to be completely secure. While we strive to protect your information, we cannot guarantee its security and shall not be liable for any breach of security in regards to your information.

8. Intellectual Property. You will not, directly or indirectly, copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Equipment or any of its components or software. You must keep all user names and passwords confidential. You alone assume the risk that any unauthorized person gains access or control of your Equipment.

9. OUR LIABILITY IS LIMITED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE HEREIN: (A) THE ENTIRE LIABILITY OF THE COMPANY OR ANY OF ITS OFFICERS, MANAGERS, MEMBERS, SHAREHOLDERS, AFFILIATES, PARTNERS, REPRESENTATIVES, EMPLOYEES, MANUFACTURERS, SUPPLIERS, OR SUB-CONTRACTORS (COLLECTIVELY THE "SERVICE PARTIES"), AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY MONITORING SERVICES OR EQUIPMENT, IS LIMITED TO THE AMOUNT OF \$2,500; AND (B) IN NO EVENT WILL ANY SERVICE PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE EQUIPMENT AND/OR ANY MONITORING SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION

WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." IF YOU ARE A NEW JERSEY RESIDENT, YOU (A) ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THE MONITORING SERVICES OR EQUIPMENT; (B) IRREVOCABLY WAIVE ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES THAT MAY OCCUR AS A RESULT OF YOUR USE OF THE MONITORING SERVICES OR EQUIPMENT; AND (C) EXPRESSLY AGREE TO RELEASE AND DISCHARGE THE SERVICE PARTIES, AND THEIR AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE WEBSITE, WEBSITE CONTENT, ANY SERVICE OR ANY GAMES; AND (D) YOU VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST THE SERVICE PARTIES FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, INCLUDING ANY CLAIM BASED ON ALLEGED NEGLIGENCE ON THE PART OF THE SERVICE PARTIES AND THEIR AGENTS AND EMPLOYEES. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY.

10. YOU MUST MAINTAIN INSURANCE. WE ARE NOT AN INSURER, AND WE ARE NOT PROVIDING INSURANCE UNDER THIS AGREEMENT OR OTHERWISE. YOU AGREE TO MAINTAIN INSURANCE IN AN AMOUNT YOU DEEM SUFFICIENT TO PROVIDE FULL AND COMPLETE COVERAGE FOR ANY LOSS, DAMAGE, OR EXPENSE THAT YOU, YOUR FAMILY, OR OTHERS MAY SUSTAIN, INCLUDING MEDICAL INSURANCE, DISABILITY INSURANCE, LIFE INSURANCE, PROPERTY INSURANCE, AND LIABILITY INSURANCE. **YOU AGREE THAT COMPANY AND ITS REPRESENTATIVES ARE RELEASED FROM ALL SUCH LOSSES, DAMAGES, AND EXPENSES.**

11. YOU WAIVE ALL SUBROGATION RIGHTS. YOU WAIVE ANY RIGHTS YOUR INSURANCE COMPANY MAY HAVE TO SUE COMPANY OR ITS REPRESENTATIVES ON YOUR BEHALF FOR MONEY PAID TO YOU OR ON YOUR BEHALF FOR ANY CLAIMS THAT ARISE UNDER THIS AGREEMENT OR OTHERWISE.

12. YOU MUST INDEMNIFY COMPANY AND ITS REPRESENTATIVES. IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, MAKES A CLAIM

A
F
A
(
I
C
R
II
II
C
(
I
E
S
C

1
f:

1
a
c
c
Y
f:
tl
r:
c
C
c
r

1
c
li
t:
c
c
S
ir
a
t:
c
fl
t:
c
c
y
tl
R

1
a

AGAINST COMPANY OR ITS REPRESENTATIVES ARISING FROM OR RELATED TO YOUR AGREEMENT WITH US, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR ANY OF ITS REPRESENTATIVES FIRST PAY) FOR ANY LOSS, DAMAGE, OR EXPENSE ARISING FROM SUCH CLAIM, INCLUDING REASONABLE ATTORNEYS' FEES, ASSERTED AGAINST OR INCURRED BY COMPANY OR ANY OF ITS REPRESENTATIVES, INCLUDING ANY LOSS, DAMAGE, OR EXPENSE IN CONNECTION WITH, OR ARISING OUT OF, OR FROM: (I) YOUR BREACH OF THIS AGREEMENT; (II) YOUR ACTS, ERRORS, OR OMISSIONS; OR (III) OUR ACTIVE OR PASSIVE, SOLE, JOINT, OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE.

13. Essential Purpose. Sections 9-12 apply regardless of any failure of essential purpose of a limited remedy.

14. False Alarms and Forced Entry. If the Equipment is activated for any reason, you alone will pay any fines, fees, costs, expenses or penalties assessed against you, Company, or Monitoring Center 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 hereby release Company and Responders from all claims, losses, and damages that may arise from any forced entry or delayed response.

15. Release for Circumstances Beyond Our Control. Our obligations will be waived automatically and we will not be liable to you or any other person or entity if we are unable to provide the Equipment or Services or if the Equipment or Services do not work because or as a result of, or in connection with, any circumstances beyond our control. Such circumstances include any loss of communications, including the loss of a communications of any network such as the Network or some other wireless network or any other telephone, radio or other network, including the Internet or other IP network or because of or in connection with any flood, fire, earthquake, explosion, civil unrest, war, invasion, terrorism, labor unrest, or other acts of God in any such case for the duration of such circumstance. We have no obligation to notify you of any such event. We shall reimburse you any fees applicable to the duration of such events and that shall be the limit of our liability and the liability of any Representative.

16. Binding Agreement. This Agreement is binding on you and your heirs, executors, and administrators.

17. Applicable Law; Jurisdiction; WAIVER OF JURY TRIAL AND CLASS PROCEEDING.

This Agreement, with the exception of certain matters governed by the Federal Arbitration Act as specified in Section 28, will be governed by and construed according to the laws of the Commonwealth of Virginia without reference to conflicts of law rules. The interpretation of this Agreement will not be construed against the drafter. Any legal action or proceeding arising from or relating to this Agreement, to the extent it is not subject to arbitration under Section 28, shall be instituted exclusively in any state court located in Virginia Beach, Virginia or in United States District Court for the Eastern District of Virginia, Norfolk Division. Each Party agrees to submit to the jurisdiction of and agrees that venue is proper in the aforesaid courts, and waives, to the fullest extent permitted by law, any objection it has or hereafter may have to the jurisdiction or venue for such proceeding, as well as any claim it has or may have that such proceeding is in an inconvenient forum.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

YOU AND THE COMPANY EACH WAIVE YOUR RESPECTIVE RIGHT TO A TRIAL BEFORE A JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING.

18. Assignment. You may not assign this Agreement. We may assign this Agreement or any portion thereof. If we assign this Agreement, we are released from all liabilities or obligations that may arise after the assignment.

19. No Waiver of Breach. Waiver of any breach of this Agreement will not be a waiver of any subsequent breach. Our rights under this Agreement will be cumulative, and may be exercised concurrently or consecutively, and will include all remedies, even those remedies not referred to in this Agreement.

20. Severability. If any provision hereof (or portion thereof), or its application to any circumstances, is 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, will

n
b

2
tl

2
c
e
(;
ri
tl
C
c
C
P
ir
a
e

2
T
y
f
f
v
a
p
y
y
Y
a
5
u
n
p
c
p
c
e
t
n
t
t
v
fi

Y
F
A
L
S
E

not be affected and will remain in full force and effect as valid, binding, and continuing.

21. Third-Party Beneficiaries. The Service Parties are the only third-party beneficiaries of this Agreement.

22. Consent to Recording. You, on your behalf and on behalf of your family, guests, agents, servants, representatives and employees (individually and collectively, "Any Person"), hereby (a) consent to Company and Service Parties intercepting, recording, retrieving, reviewing, copying, using and disclosing the contents of any form of communication between Company and you or Any Person, including telephone or any other form of oral communications ("Recorded Communications"); (b) release Company and all Service Parties from any loss, damage, or expense arising out of or in connection with the Recorded Communications; and (c) agree that, as between you and the Company, the Company exclusively owns the Recorded Communications.

23. Consent to Communicate by Telephone Using Automated Technology. We or the Monitoring Center may call or text you or the persons whose name and telephone number you provide us. Such calls and text messages may take different forms, including live telephone calls, pre-recorded or artificial voice telephone messages, or calls or text messages using an automatic telephone dialing. By providing your cellular phone number to the Company or the Monitoring Center, you expressly consent to receive automated calls and texts on your cellphone from the Company and the Monitoring Center. You may revoke your consent to receive these automated calls and texts by calling our customer service number at 888-983-5712 or by simply responding STOP to any text message from us or the Monitoring Center. Prior to providing telephone numbers for other persons, you must (a) inform each such person that the Company and the Monitoring Center may communicate with them at such cellular or residential phone numbers with the automated telephone technology described above; and (b) obtain each such person's prior express consent for the Company and the Monitoring Center to (i) call or text them at the residential or cellular telephone number(s) you are providing the Company with the telephone technology described above, specifically, using an automatic telephone dialing system or an artificial or pre-recorded voice; and (ii) record such communications as set forth more fully in this Agreement.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, THE MONITORING CENTER, AND THEIR AGENTS FOR ANY CLAIM, DEMAND, ACTION, LITIGATION, OR OTHER PROCEEDING, INCLUDING STATUTORY OR COMMON LAW CAUSES OF ACTION, BROUGHT AS A RESULT OF OR RELATING TO THE

COMPANY, THE MONITORING CENTER, OR THEIR AGENTS CALLING OR TEXTING ON YOUR BEHALF THE PHONE NUMBER OF ANY THIRD PARTY THAT YOU HAVE PROVIDED. You also warrant and represent that you are either the account owner of any cellular or residential phone numbers you provide to the Company, or you have the express permission of the account holder to provide such numbers. All PII provided by you to us through the telephone shall be governed by this Agreement and by our Privacy Policy.

24. System Use. Certain laws, rules, regulations, ordinances and policies may affect your rights under this Agreement. You must obtain and maintain all licenses, permits and other authorizations or consents necessary for the Equipment and Monitoring Services including local municipal notices or permits. You must abide by all laws when you use the Equipment, the Monitoring Services, or the Location Based Services.

25. Authorization to Provide Information and Direction on Your Behalf. You expressly authorize the Company to give information and direction to Responders or the Monitoring Center concerning matters arising under this Agreement. You ratify and confirm all acts of (i) the Monitoring Center and (ii) Company pursuant to this section.

26. Right to Subcontract. Company may, in its sole and absolute discretion, subcontract for the provision of services under this Agreement. This Agreement inures to the benefit of and is applicable to any such subcontractors.

27. Headings; Construction. The section titles used herein are for convenience of the parties only and will not be considered in construing the provisions of this Agreement. In this Agreement, the word "including" is not a word of limitation but means "including, without limitation or example."

28. Arbitration Provision and Class Action Waiver. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. YOU AGREE THAT BY RETAINING AND/OR USING YOUR MEDICAL ALERT DEVICE BEYOND 30 DAYS OF DELIVERY, AND THEREBY ACCEPTING AND AGREEING TO THE CONTRACT TERMS AND CONDITIONS, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

Y
c
n
tl
S
a
E
a
a
is
b
tl
C
n
b
w
c
c
a
a
c
C
p
c
c
tl
s
w
a
c
\$
A
E
e
c
a
c

T
a
a
w
c
u
tl
E
A
B
A
P
c

A

You and the Company agree that any and all claims and disputes arising from or relating in any way to the subject matter of these Contract Terms and Conditions, your use of the Medical Alert Program, the Equipment, or the Monitoring Services, or your and the Company's dealings with one another in connection with the Medical Alert Program, the Equipment, or the Monitoring Services shall be finally settled and resolved through BINDING INDIVIDUAL ARBITRATION as described in this section. This agreement to arbitrate is intended to be interpreted broadly. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association ("AAA"), as modified by this section. The arbitration will be conducted by Judicial Arbitrator Group, Inc. ("JAG") using one arbitrator with substantial experience in resolving commercial contract disputes, who shall be selected from the appropriate list of JAG arbitrators in accordance with the Arbitration Rules and Procedures of JAG. If JAG is unable or unwilling to arbitrate a dispute, then the dispute may be referred to any other arbitration organization or arbitrator that you and the Company both agree upon in writing or that is appointed pursuant to section 5 of the Federal Arbitration Act. For any claim where the total amount of the award sought is \$10,000 or less, the arbitrator, you, and the Company must abide by the following rules: (a) the arbitration shall be conducted solely based on telephone or online appearances and/or written submissions; and (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. If the claim exceeds \$10,000, the right to a hearing will be determined by the AAA rules, and the hearing (if any) must take place in Virginia Beach, Virginia. The arbitrator's ruling is binding and may be entered as a judgment in any court of competent jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be.

There is no judge or jury in arbitration. Arbitration procedures are simpler and more limited than rules applicable in court and review by a court is limited. Neither you nor the Company will be able to have a court or jury trial or participate in a class action or class arbitration. You and the Company each understand and agree that by agreeing to resolve any dispute through individual arbitration, YOU AND THE COMPANY ARE EACH WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR PROCEEDING. The arbitrator may not consolidate the claims of multiple parties.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING

OUT OF OR RELATING IN ANY WAY TO THESE CONTRACT TERMS AND CONDITIONS, YOUR USE OF THE MEDICAL ALERT PROGRAM, THE EQUIPMENT, OR THE MONITORING SERVICES, OR YOUR AND THE COMPANY'S DEALINGS WITH ONE ANOTHER IN CONNECTION WITH THE MEDICAL ALERT PROGRAM, THE EQUIPMENT, OR THE MONITORING SERVICES MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1)-YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

You and the Company agree that all challenges to the validity and applicability of the arbitration provision—i.e. whether a particular claim or dispute is subject to arbitration—shall be determined by the arbitrator. Notwithstanding any provision in these terms to the contrary, if the class-action waiver above is deemed invalid or unenforceable, neither you nor we are entitled to arbitration. If the arbitration provision in this section is found unenforceable or to not apply for a given dispute, then the proceeding must be brought exclusively in the state courts of competent jurisdiction located in Virginia Beach, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division, located in Norfolk, Virginia, as appropriate, and you agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Contract Terms and Conditions. This arbitration agreement will survive termination of this Agreement. This arbitration agreement involves interstate commerce and, therefore, shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"), and not by state law. Information on AAA and how to start arbitration can be found at www.adr.org or by calling 800-778-7879. If you wish to initiate arbitration against the Company, you must send notice to the Company in accordance with Section 30 below.

If you wish to opt-out of the agreement to arbitrate, within 30 (thirty) days of delivery of the Equipment, you must send the Company a letter stating "Request to Opt-Out of Agreement to Arbitrate" at the following address:

Life Protect 24/7
6160 Commander Parkway
Norfolk, VA 23502
Attn: Legal Department

In the event you opt out of the arbitration provision, you agree to litigate exclusively in the state courts of competent jurisdiction located in Virginia Beach, Virginia or the United States District Court for the Eastern District of Virginia, Norfolk Division, located in Norfolk, Virginia, as appropriate, and you

a
c
a
ir
b
ir

2
a
tl
h

3
c
tl
c
p
c
N
s
N
ri
a
c
L
n
n

If

If

3
v
b
A
c
e
c
tl

3
ti
s
y

agree to submit to the personal jurisdiction of each of these courts for the purpose of litigating such claims or disputes, and you still waive your right to a jury trial, waive your right to initiate or proceed in a class or collective action, and remain bound by any and all limitations on liability and damages included in these Contract Terms and Conditions.

29. Authority. You represent and warrant that you are at least 18 years of age and are authorized to enter into this Agreement and to perform the obligations set forth hereunder.

30. Notices. Except as otherwise set forth herein, any notice, demand, request, consent, approval, or Equipment delivery that either party desires to give or is required to give to the other party hereunder shall be in writing and shall be served personally, delivered by messenger or by reputable overnight courier such as Federal Express or UPS, or by USPS Priority Mail and shall be addressed to the other party at the address set forth below.

Notices or Equipment delivery shall be deemed to have been received: (i) upon personal delivery; (ii) one (1) business day after delivery to a messenger or courier service for overnight delivery; or (iii) two (2) business days after mailing if sent by USPS Priority Mail. Either party may change its address for notices hereunder, effective fifteen (15) calendar days after notice to the other party complying with these terms.

If to Customer:

The Customer's address for notices set forth on the Order Confirmation Form

If to Life Protect 24/7:

Life Protect 24/7
6160 Commander Parkway
Norfolk, VA 23502
Attn: Legal Department

31. This is Our Entire Agreement. This Agreement (together with your service order) contains the entire agreement between you and us concerning the subject matters of this Agreement and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, written or oral, pertaining to such matters, all of which are merged into this Agreement.

32. Modifications. We may modify this Agreement from time-to-time by providing you reasonable written notice of such modifications. If you do not agree to such modifications, you may stop using the Equipment and Monitoring Services

following written notice to us and this Agreement shall terminate immediately, except for the surviving sections as provided in Section 1 above. If you continue to use the Equipment and Monitoring Services after we notify you of a modification, you will be deemed to have accepted such modifications and this Agreement shall continue in accordance with Section 1 above.

Y
H
T
p
y
d
t
p
t
t
w
c
t
V
I
f
w
t
c
H
T
C
t
V
T
n
f
l
c
r
o
w
E
V
Y
i.
d
ii
a
M
ii
f
c
iv
A
v.
E
M
V
L
L
A
V
H

LIMITED WARRANTY

Your Limited Warranty Rights

HOW LONG YOUR WARRANTY LASTS

The Company provides the following limited warranty to the original purchaser of the Equipment for the shorter of (a) the duration for which you continue to be enrolled in the Medical Alert Program; or (b) the date that the original purchaser sells, assigns or otherwise transfers the Equipment to any other person or entity ("Warranty Term"). If you purchased Equipment from a person or entity other than the Company, this limited warranty does not apply. If we replace the Equipment during the term of this limited warranty, only the remainder of the original limited warranty period, if any, will apply to such replacement device. The total coverage period of this limited warranty shall in no event extend beyond the Warranty Term.

WHAT IS COVERED

If the Equipment becomes inoperable due to a defect in materials, workmanship or design, or if the battery on the transmitting device needs to be replaced, the Company shall replace or repair the Equipment at the Company's election and expense. This warranty is not assignable.

HOW YOU OBTAIN WARRANTY SERVICE

To obtain warranty service, you must either deliver the Equipment to the Company's office (at your sole cost) or notify Company of any defect so that warranty service may be rendered.

WHAT THIS WARRANTY DOES NOT INCLUDE

This warranty does not cover damage caused by accident, vandalism, negligence or mistake, violation of the installation and use requirements, flood, water, lightning, fire, intrusion, abuse, misuse, acts of god, casualty (including electricity), attempted unauthorized repair service, modification or improper installation by anyone other than the Company or its authorized subcontractors, or any other cause (excluding ordinary wear and tear). This warranty does not cover cosmetic damage to the Equipment.

WHAT RESTRICTIONS APPLY TO THIS WARRANTY

You acknowledge that, except as expressly set forth in this section:

- i. any affirmation of fact or promise made by the Company shall not be deemed to create an express warranty;
- ii. the Company does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the Equipment or Monitoring Services may not be compromised or circumvented;
- iii. the Equipment or Monitoring Services will in all cases be used by you for the signaling, monitoring and response for which it was intended;
- iv. there are no express warranties that extend beyond those stated in this Agreement, and
- v. all implied warranties, if any, coincide with the duration of this warranty.

EXCEPT FOR THIS LIMITED WARRANTY, THE EQUIPMENT AND MONITORING SERVICES ARE PROVIDED AS IS, AS AVAILABLE, AND WHERE IS. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

belle[®]
X Series