

Subscriber Information Form and Service Agreement

FOR FASTEST SERVICE, COMPLETE THIS FORM ONLINE AT WWW.SAFEGUARDIAN.COM, CLICK ON "MY ACCOUNT"

<input type="checkbox"/> New Account	<input type="checkbox"/> Update Existing Account	<input type="checkbox"/> Transfer Existing Account	<input type="checkbox"/> Close Account
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1. SUBSCRIBER INFORMATION – PLEASE PRINT CLEARLY!

Subscriber (User) Name:		Account #:	
Home (Physical) Address:		Apt/Unit #:	
City, State, Zip:		County:	
SSN:		Date of Birth:	
Nearest Cross Street:			
Home Phone Number:		Telephone Service Company:	
House Key Location:		Property Access Code:	Key Safe Combo:
Subscriber Email Address:			
Subscriber Mailing Address (if different from above):			
City:			
State:			

2. EMERGENCY CONTACT & NOTIFICATION LIST – Always Dispatch Paramedics (EMS) First Never Dispatch EMS

Emergency Contact #1

Emergency Contact Name:	
Relationship To Subscriber:	
Cellular Phone Number:	
Cellular Service Provider:	
Home Phone Number:	
Email Address:	
Has House Key?	

Emergency Contact #2

Emergency Contact Name:	
Relationship To Subscriber:	
Cellular Phone Number:	
Cellular Service Provider:	
Home Phone Number:	
Email Address:	
Has House Key?	

Emergency Contact #3

Emergency Contact Name:	
Relationship To Subscriber:	
Cellular Phone Number:	
Cellular Service Provider:	
Home Phone Number:	
Email Address:	
Has House Key?	

Emergency Contact #4

Emergency Contact Name:	
Relationship To Subscriber:	
Cellular Phone Number:	
Cellular Service Provider:	
Home Phone Number:	
Email Address:	
Has House Key?	

3. CURRENT MEDICAL INFORMATION - Attach extra sheet if necessary.

Date of Birth:	Blood Type:	
Preferred Hospital:		
Critical Medical Condition(s):		
Critical Medications:		
Location of All Medicines:		
Known Allergies:		
Hard of Hearing? Yes / No	Poor Vision? Yes / No	Speaks English? Yes / No
Special Instructions / Other (Health Directives, DNR, POA, etc):		

4. PAYER INFORMATION (Check If Same As Subscriber)

Payer Name:	
Billing (Mailing) Address:	
City, State, Zip Code:	
Payer Physical Address (If different from above):	
City, State, Zip:	
Email Address:	
Phone Number:	
SSN:	Date Of Birth:

5. PAYMENT METHOD (Choose ONE)

<input type="checkbox"/> Credit/Debit Card	<input type="checkbox"/> Checking or <input type="checkbox"/> Savings ACH (Get One Month FREE!):
Card #:	Bank Name:
Expiration Date:	Account #:
CVN #:	Routing #:

6. SUBSCRIBER SERVICE AGREEMENT ACCEPTANCE & RECURRING BILLING AUTHORIZATION

BY SIGNING THIS AGREEMENT, YOU (I) UNDERSTAND THAT THIS IS A BINDING AGREEMENT AND INCLUDE THE TERMS AND CONDITIONS ON THE REVERSE; (II) ACCEPT THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS OF THIS AGREEMENT; AND (III) ACKNOWLEDGE HAVING RECEIVED AND READ A COPY OF THE ENTIRE AGREEMENT BEFORE SIGNING. USE OF THE SYSTEM CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE LIMITATION OF LIABILITY, INDEMNITY AND OTHER RISK ALLOCATION CLAUSES CONTAINED IN THIS AGREEMENT. Subscriber and/or Payee hereby authorizes SafeGuardian, LLC, or its assignee Alarm Billing Services, to commence ongoing automatically recurring electronic debits from my credit card or bank account for all amounts owed under this Service Agreement based upon the service billing plan (monthly, quarterly or annually) I have selected in writing. I understand that this authorization will remain in effect until I cancel it, in advance, in writing. I agree to notify SafeGuardian, LLC, in writing of termination of this authorization at least seven (7) days prior to the next scheduled billing date. I understand and accept that the pre-paid monitoring service plan I have chosen is non-refundable for the next service period once charged. I certify that I am an authorized user of this credit card/bank account and will not dispute these scheduled transactions with my bank or credit card company; so long as the transactions, processed in accordance to the terms indicated in this Monitoring Service Agreement, occurred prior to delivery of my written cancellation notice.

Subscriber Signature:	Print Name:
Email Address:	Date:
Payor Signature:	Print Name:
Email Address:	Date:

For Office Use Only

Device Make:	Model Number:
Serial Number:	IMEI:

FAX TO: 800-209-3814 - OR - EMAIL TO: SERVICE@SAFEGUARDIAN.COM
 MAILING ADDRESS: SAFEGUARDIAN LLC, 825 COLLEGE BLVD STE 102-310 OCEANSIDE, CA 92057-6263

MONITORING SERVICES AGREEMENT TERMS AND CONDITIONS

PLEASE READ CAREFULLY THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE SIGNING.

You acknowledge having read, understood and accept this Service Agreement. Further you confirm your acceptance of SafeGuardian LLC's offer of the services (as defined below) made available hereunder subject to the terms and conditions of this Agreement and you agree to be bound by all such terms and conditions. The Company (as defined below) is willing to provide the services only to Parties that have accepted all the terms and conditions of this Agreement. Further, by accepting this Agreement, you hereby agree that you have the requisite authority, power and right to fully bind Subscriber (as defined below) wishing to use the services. If you do not have the authority to bind Subscriber or if you do not agree to all such terms and conditions, the Company is unwilling to provide the services to the Subscriber. This Personal Emergency Response System Service Agreement (this "Agreement") is effective as of the date indicated above as the "Effective Date" and is by and between SafeGuardian LLC, a Delaware Limited Liability Corporation (the "Company"), on the one hand, and the undersigned subscriber (the "Subscriber") and payer (the "Payer"), on the other hand for use of a personal emergency reporting system (hereafter referred to as the "System"). Subscriber is the person using the System and receiving the Monitoring Services. Subscriber (sometimes referred to as "you" or "your") has agreed to purchase or lease a personal emergency reporting device (the "System") from the Company (sometimes referred to as "our", "us" or "we") and subscribe to monitoring services which will be provided by a third-party subcontractor call center (the "Center"). "Premises" refers to Subscriber's physical address as provided to Company. Payer is the person paying the fees under this Agreement, including the Monitoring Service Fee. In some instances, Subscriber and Payer will be the same person. In other instances, Subscriber and Payer will not be the same person. Subscriber and Payer each must sign the Agreement where indicated below.

SYSTEM ACTIVATION & COMMENCEMENT OF SERVICES. The system is delivered to the Subscriber fully pre-programmed, fully activated and monitoring account established. The date upon which the system is delivered to the Subscriber shall be referred to as the "Effective Date" of this Agreement. Each time Subscriber uses or tests the Device, Subscriber re-confirms that he / she has read this Service Agreement and accepts, without exception or exclusion, all of the terms and conditions contained herein.

MONITORING SERVICES. Monitoring service consists solely of monitoring service personnel alerting the persons, entities or agencies identified by Subscriber in writing to Company ("Responders") upon the monitoring facility's receipt of data or other communication from the System reporting conditions that require assistance (a "Response Condition"). During the term of this Agreement, the Center will provide seven (7) days per week, twenty-four (24) hours per day monitoring of the Device (the "Monitoring Service") in accordance with the provisions set forth herein. The Device is connected to the Center's monitoring network. When an emergency signal from the Device is received by the Center, the Center shall, without warranty, make every reasonable effort to promptly contact you and, if the Center determines that it is necessary in its reasonable judgment, notify the appropriate emergency authorities (fire department, police, ambulance service, etc.) (collectively, the "Responders" and each a "Responder"). You represent that the emergency contact information provided by you to the Company is accurate. To avoid false alarms, the Center may first call your contact telephone number to determine if an actual emergency exists before contacting any Responder. If the Center has reason to believe that no actual emergency exists, the Center may choose not to place such call or notify any Responder. You hereby agree that the Center may rely absolutely on the statements of Subscriber, the Responders or any person acting on behalf of Subscriber or the Responder, with regards to responses to the location and condition of Subscriber. We may discontinue any particular form of response if required to do so by any governmental authority or insurance interest. You acknowledge and agree that the Device and all monitoring software, computer codes and monitoring information remain our sole and exclusive property. You further acknowledge that the Center shall not be obligated to perform the Monitoring Service during any time when the Device is inoperative.

SUBSCRIBER'S INFORMATION UPDATES. Subscriber agrees to keep current at all times the Subscriber information provided to Company including, but not limited to, home and mailing address, phone number(s), email address, billing & payment information, critical medical information, emergency contact/call lists, critical medications, etc. ALL CHANGES, REVISIONS AND MODIFICATIONS OF THE SUBSCRIBER INFORMATION MUST BE SUPPLIED TO COMPANY, IN WRITING.

DEVICE SET-UP & WEEKLY TESTING. SUBSCRIBER ACCEPTS SOLE AND COMPLETE RESPONSIBILITY FOR THE INITIAL INSTALLATION, SET-UP, OPERATION, MAINTENANCE AND WEEKLY TESTING OF THE DEVICE. Subscriber shall abide by Company's written requirements for the installation and use of the Device. The Installation and Use Requirements are incorporated by reference in this Agreement as if set forth in full herein. Subscriber acknowledges receipt of a copy of the Installation and Use Requirements with the delivery of the Device. Company may re-publish the Installation and Use Requirements from time-to-time and Subscriber shall be bound thereby upon Company's delivery thereof to Subscriber. Weekly testing of the System is required to insure System is functioning correctly. IF SUBSCRIBER IS UNABLE OR CHOOSES NOT TO TEST ALL OF THE DEVICE FUNCTIONS EVERY WEEK, SUBSCRIBER AGREES TO RELEASE AND HOLD HARMLESS COMPANY FROM ANY/ALL LIABILITY SHOULD THE DEVICE FAIL TO OPERATE IN THE EVENT OF AN ACTUAL EMERGENCY.

THE DEVICE AND THE MONITORING SERVICE HAVE CERTAIN LIMITATIONS. IN CONSIDERATION FOR THE PROVISION OF THE DEVICE AND THE MONITORING SERVICE, YOU ACKNOWLEDGE THAT NEITHER WE, THE CENTER NOR ANY OF OUR SUPPLIERS OR SUBCONTRACTORS REPRESENT OR WARRANT THAT THE DEVICE OR THE MONITORING SERVICE WILL PREVENT DEATH, BODILY OR PERSONAL INJURY, OR ANY OTHER INJURY OR DAMAGE TO YOU OR OTHERS WHO USE THE DEVICE AND YOU OR OTHERS WHO USE THE DEVICE DO NOT AND HAVE NOT RELIED UPON ANY EXPRESS OR IMPLIED REPRESENTATION BY THE COMPANY, THE CENTER OR ANY OF OUR SUPPLIERS OR SUBCONTRACTORS TO THAT EFFECT. SUBSCRIBER AGREES THAT THE CENTER IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY THE APPROPRIATE RESPONDERS AND IS NOT RESPONSIBLE FOR THE PROMPTNESS, SUFFICIENCY OR ADEQUACY OF THE ACTION OF ANY RESPONDER OR ANY THIRD PARTY ACTING AS A RESPONDER. SUBSCRIBER ACKNOWLEDGES THAT IN NO WAY DOES THE COMPANY REPRESENT OR GUARANTEE THAT THE RESPONDERS CAN BE CONTACTED, THAT THEY CAN OR WILL RESPOND, OR THAT ANY RESPONSE WILL BE SAFE OR EFFECTIVE. NEITHER WE NOR THE CENTER MAKES ANY REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF OUR OR THE CENTER'S RESPONSE, AND NEITHER WE NOR THE CENTER HAVE ANY CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE DEVICE BEING USED. YOU FURTHER UNDERSTAND THAT WE OR THE CENTER MAY BE NEGLIGENT IN PROVIDING THE SERVICE, AND THE CENTER MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF AN EMERGENCY SIGNAL FROM THE DEVICE, OR THAT THE DEVICE MAY FAIL TO FUNCTION PROPERLY. IT IS UNDERSTOOD THAT A PORTION OF THE DEVICE RELIES UPON THE AVAILABILITY OF GPS COVERAGE, HOME TELEPHONE SERVICE, WIRELESS INTERNET NETWORK AVAILABILITY AND/OR CELLULAR NETWORK COVERAGE TO OPERATE PROPERLY AS WELL AS THE AVAILABILITY OF SATELLITE GPS DATA, BOTH OF WHICH ARE PROVIDED BY A THIRD PARTY THAT IS NOT CONTROLLED BY THE COMPANY. YOU AGREE THAT IF WE OR THE CENTER WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU, WE COULD NOT AND WOULD NOT PROVIDE THE DEVICE OR SERVICE. YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR THE PROTECTION OF YOURSELF AND OTHERS WHO MAY USE THE DEVICE. YOU UNDERSTAND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE. YOU HAVE SELECTED THIS SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS, AND THE LIMITATION OF OUR LIABILITY.

TELEPHONE SYSTEMS LIMITATIONS. It is Subscriber's responsibility to test their device insure that it is compatible with their home telephone system service provider. Not all Devices work with non-standard telephone service providers including cable telephone, digital telephone, cellular telephone and internet (VOIP) telephone service providers. SUBSCRIBER ACKNOWLEDGES, UNDERSTANDS AND ACCEPTS THAT HOME MEDICAL ALARM DEVICES WILL NOT OPERATE IF AN EXTENSION PHONE IS IN USE OR IF ANY PHONE IS "OFF THE HOOK" OR IF NO DIAL TONE OR IF PHONE SERVICE IS AVAILABLE FOR ANY REASON INCLUDING POWER AND/OR INTERNET SERVICE OUTAGES.

MONITORING SERVICE FEES. For the Monitoring Service, you agree to pay the monthly service fee amount specified by the Company at the time you purchased the Device beginning from the time the Device is delivered to Subscriber fully activated. The monitoring service fee is guaranteed never to increase as long as this Agreement is in effect. Monitoring service fees are due and payable in advance prior to each service period. Subscriber hereby authorizes Company or its assignee to initiate ongoing automatic recurring electronic debits from my credit card or bank account for all amounts I owe under this Agreement as directed above until I cancel the authorization through written notice no less than seven (7) days prior to the next renewal date. PRE-PAID MONITORING PLANS ARE NON-REFUNDABLE, IN WHOLE OR IN PART, IN THE EVENT OF TERMINATION OR DEFAULT BY THE SUBSCRIBER. You agree to pay all sales, service, property, use and local taxes; any, police, fire department, ambulance or paramedic charges or fees; and any permit fees, telephone charges, return check charges, or late charges, if applicable, whether imposed on you or us. In the event that it shall become necessary for us to undertake legal proceedings to collect payments due under this Agreement then you agree to pay us our reasonable attorney's fees for such collection action except where prohibited by law. A finance charge of two percent (2%) per month shall apply to all obligations not paid pursuant to these terms.

AGREEMENT TERM & TERMINATION. Subscriber may terminate this Agreement by returning purchased/leased device to Company within the first fourteen (14) days following delivery of the initial order for a full refund of equipment cost and pre-paid monitoring fees, less original shipping charges and any/all non-refundable activation fees. After fourteen (14) days following delivery, all sales are final and no refunds will be given. The original term of this Service Agreement is for a minimum initial period of one (1) year. Thereafter, it will automatically renew for subsequent three (3) month periods until such time it is terminated, in writing, pursuant to the terms of this Agreement. This Agreement may be cancelled at any time after the Initial Agreement Term by providing advance written notice of cancellation and the return of all Company rented/leased/provided devices. Company may terminate this Agreement for good cause (including your failure to pay any amounts due hereunder) following ten (10) days written notice. Failure of Subscriber to return rented/leased/provided devices will result in equipment non-return charges being added to amounts due. Your obligations under this Agreement shall survive the cancellation or non-renewal of this Agreement by you or Company for any or no reason. Notwithstanding anything contained herein to the contrary, Company may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Subscriber. In the event such termination is without cause, Company shall, upon written request, refund any unearned charges.

SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend the Monitoring Service for any of the following reasons: (a) strikes, severe weather, earthquakes or other such events beyond our control affecting the operation of the Center or so severely damage your premises that continuing service would be impractical; (b) an interruption or unavailability of the Monitoring Service as a result of a disruption to the electrical lines, cellular network, radio towers and GPS network that prevents a connection between the Device and the Center; (c) your failure to pay the service charge due to us; (d) we are unable to provide service because of some action or ruling by any governmental authority; (e) we are unable to subcontract for the Monitoring Service 24 hours a day, 7 days a week; (e) you become a debtor in a bankruptcy proceeding and (f) for excessive false alarms, improper signals and "problem accounts."

CONSENT TO DISTRIBUTION OF INFORMATION. You are providing us with certain information for the purposes of providing the Monitoring Service. You hereby agree that we may provide the Center, the Responders and any other necessary third parties, as determined by us in our reasonable discretion, with access to such information provided by

you in connection with this Agreement. You hereby release us from all liability, which may arise out of our disclosure of such information to the Center, the Responders and any other necessary third parties. You hereby acknowledge that all communications between you, the Company and/or Center may be recorded. You consent to such recording.

FORCED ENTRY. You agree and acknowledge that if any alarm signal is received by the Center and a Responder is sent to the location of the Device, in the event that the Responder would need a key, code or other means of accessing such location that is unavailable to such Responder, the Responder may be required to forcibly enter or break into such location if the Responder determines that it is necessary in their sole discretion. You understand that this may result in damage or physical injury to you or a third-party or to property owned by you or a third-party. You hereby waive any claim against us or any responder which may arise as a result of such break-in or forced entry, and you hereby agree to hold harmless, indemnify and defend us, the Center, the responder and any of our or their authorized representatives for any losses incurred by us or them in connection with such forced entry. You acknowledge that this provision could require you to pay significant amounts in the event that the Company, the Center, the responder and/or any of our or their authorized representatives is required to pay, or agrees to pay, any third-party for damage to such person or such person's property.

WARRANTY SERVICE. If the device becomes defective due to a defect in materials, workmanship or design, Company shall repair or replace the device at company's election. This warranty is not assignable. At the company's election, you must deliver the device to the Company's office (at your sole cost). This warranty does not cover damage caused by accident, vandalism 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 or use by anyone other than Company, or any other cause (excluding ordinary wear and tear). If the Device becomes damaged as a result of any of the above, you shall pay us the replacement price for the Device.

ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement without notifying you and without your consent. You may not transfer this Agreement to someone else unless we approve the transfer in writing. We may use subcontractors (including the Center or any other independent monitoring center) to provide the Monitoring Service, and this Agreement shall apply to them and the work they perform and protect them in the same manner as it is applies to and protects us. You acknowledge and agree that any subcontractor shall be considered an "independent contractor" and therefore not affiliated with us in any way as a partner, joint venture, agent or employee.

THE COMPANY IS NOT AN INSURER. You understand and agree that neither we nor the Center are an insurer of your premises, property or your personal safety and that you are solely responsible for providing any life, health or disability insurance and insurance on you and your premises and its contents. You understand and agree that the amount you pay to us is based solely on the value of the Monitoring Service we provide and not on the value of you or your premises or its contents, it is difficult to determine in advance the value of any personal injury or death or the property that might be lost, stolen or destroyed if the Device or our service fails to operate properly and it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our or the Center's failure to perform, our or the Center's negligence, or a failure of the Device or our or the Center's service. You further understand that the amounts being charged by us are not sufficient to guarantee that no loss will occur and that we are not assuming responsibility for any losses which may occur even if due to our negligent performance or failure to perform any obligation under this Agreement. Subscriber assumes all risk of loss or damage to premises or the contents thereof, or personal injury or death. You agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against us or the Center that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY. THE COMPANY MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO THE DEVICE AND THE MONITORING SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE DEVICE AND THE MONITORING SERVICE, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") FOR ANY PERSONAL INJURY OR DEATH OR ANY OTHER LOSS, DAMAGE, COST OR EXPENSE, INCLUDING ANY ECONOMIC LOSSES, PROPERTY DAMAGES OR OTHER LIABILITY ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF, OR RESULTING FROM 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, WHETHER BEFORE OR AFTER SUBSCRIBER'S ACCEPTANCE OF THIS AGREEMENT (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, OUR MAXIMUM LIABILITY ARISING OUT OF THE PROVISION OF THE DEVICE AND/OR THE MONITORING SERVICE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED \$250.00. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO A FAILURE OF THE DEVICE AND/OR THE MONITORING SERVICE, THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS SUM IS YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT. IN NO EVENT SHALL WE BE LIABLE FOR GENERAL, SPECIAL, EXEMPLARY, PUNATIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIRD PARTY INDEMNIFICATION AND NO SUBROGATION. If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) the Company's breach of this Agreement or a failure of the Device and/or the Monitoring Service, (ii) our negligence, gross negligence or failure to perform, (iii) any other improper or careless activity of ours in providing the Device and/or the Monitoring Service or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Unless prohibited by your property insurance policy or other insurance, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance carriers, and you agree to defend us against any such claim.

LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL; ARBITRATION REQUIREMENT. All claims, actions or proceedings by or against Company or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with. If a dispute arises out of or relates to the Agreement or the breach thereof and cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to binding arbitration. . IN ADDITION, EACH OF THE PARTIES HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, DIRECTLY OR INDIRECTLY, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED AMONG THE PARTIES HEREUNDER. The scope of this waiver is intended to cover all disputes that may be filed in court, including without limitations contract, tort, breach of duty, and all other common law and statutory claims. This waiver is irrevocable and may not be modified either orally or in writing. This waiver applies to any future amendments, renewals, supplements or modifications of or to this Agreement. In the event of litigation covered by the scope of this waiver, this Agreement may be filed in court as a written consent to a trial by the court.

AMENDMENT AND WAIVER. This Agreement may not be amended except in a writing signed by us. Amendments of which we give notice and post to the Company's website at www.helpalert.org will be deemed a writing signed by us Any amendment to this Agreement will take effect immediately upon being posted to the Company's website and your continued use of the Services after an amendment is so posted constitutes your acceptance of and Agreement to the amendment.

GOVERNING LAW. 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 State of Nevada, without regard to conflicts of laws provisions. The interpretation of this Agreement shall not be construed against the drafter. 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. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement. If you or Company shall waive any breach of this Agreement it shall not be construed as a waiver of any subsequent breach. Your rights and Company's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

DEFAULT OF SUBSCRIBER. If you breach this Agreement, without limiting Company's rights, and without any further notice, Company shall retain all prepayments and you shall immediately pay to Company (a) all payments then due and payable, and (b) eighty percent (80%) of all payments that would become due for the unexpired term as agreed upon damages and not as a penalty; and Company shall have no further obligation to perform under this Agreement. If any claim is asserted or any legal action, suit, mediation or arbitration proceeding is instituted, Subscriber shall pay Company its costs and expenses of such legal action, suit, mediation or arbitration proceeding, including consultants' and professionals' fees and costs and reasonable attorneys' fees and costs on the sole condition that Company is the substantially prevailing party by way of termination or wit. In the event that it should become necessary for the Company to institute legal proceedings against Subscriber to enforce any provision of this Agreement, Subscriber agrees to pay the Company reasonable attorneys' fees and costs, except where prohibited by law.

INTENDED THIRD PARTY BENEFICIARIES. 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. You acknowledge, understand 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 subcontractor(s) with the same force and effect as they bind you to Company.

JOINT AND SEVERAL LIABILITY. This Agreement is binding on Subscriber and Payer and each of their respective heirs, executors and administrators. By accepting these terms and conditions, (a) Subscriber represents and warrants to Company that Subscriber has the full power and authority to bind Payer to these terms and conditions; and (b) Payer represents and warrants to Company that Payer has the full power and authority to bind Subscriber to these terms and conditions. Subscriber and Payer are jointly and severally liable to satisfy the obligations of Subscriber or Payer under this Agreement, including Subscriber's indemnity obligation, Subscriber's obligations on default and Payer's obligation to pay amounts due to company, including monitoring service fee. "Joint and Several" liability means that 1. Subscriber is obligated to satisfy each of the Payer's obligations under this Agreement and 2. Payer is obligated to satisfy each of the Subscriber's obligations under this Agreement.