

# EXHIBIT 1

## PRE-AUTHORIZED PAYMENT TERMS

**Pre-Authorized Payment Terms.** In the event you or a Third Party have selected one of the pre-authorized payment options set out in the Agreement, you authorize Program to make withdrawals from the credit card set out in the Agreement or from the account set out in the Agreement (the “**Account**”), as applicable, for: (i) the amount of each payment due under the Agreement on or shortly after the monthly payment due date (each, a “**Scheduled Debit Date**”) as set out in the Agreement; and (ii) any other amount that may become due under the Agreement from time to time (including NSF and other charges) on the next Scheduled Debit Date. This authorization is to remain in effect until you provide at least 7 days’ written notice to Program before the next Scheduled Debit Date of its change or termination. You may obtain a sample cancellation form or more information on your right to cancel this preauthorized payment (“**PAP**”) authorization at your financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca). You have certain recourse rights if any debit does not comply with this PAP authorization. For example, you have the right to receive reimbursement for any PAP that is not authorized or is not consistent with this PAP authorization. For more information on your recourse rights, you may contact your financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca). You understand that Program will not notify you in advance of any withdrawal and you agree to waive all pre-notification requirements in respect of all withdrawals to be drawn under this authorization. The payments are made by an individual in connection with personal services provided under the Agreement.

**Account Holder Confirmation.** You represent and warrant that you are (i) the cardholder of the credit card(s) set out in the Agreement; and/or (ii) the account holder of the applicable Account set out in the Agreement; or (iii) that you have the right or have obtained the necessary consent or authorization to utilize the credit card(s) you have set out in the Agreement and/or the Account for the purposes set out in the Agreement; and (iv) you agree to indemnify, defend and hold harmless Program, its affiliates and their respective officers, directors, employees, agents and contractors (collectively, and in respect of a party its “**Representatives**”) against any actions, claims, liabilities, costs, damages or expenses (including legal expenses) by any other party attributable in whole or in part to any incorrectness or breach of the above representations and warranties.

## APPENDIX A

### GENERAL TERMS AND CONDITIONS

The following are the General Terms and Conditions that apply to all services to be provided by Program to you pursuant to this Agreement (“**Services**”). For clarity, these General Terms and Conditions apply in addition to the specific terms and conditions applicable to the type of services and/or equipment selected by you in your Agreement. By signing the Agreement, you expressly agree to all of these General Terms and Conditions and agree to enter into a legally binding agreement with Program for the provision of Services in accordance with the terms of the Agreement. In the event of any conflict or inconsistency between these General Terms and Conditions and the specific Appendix applicable to the Services selected by you, the terms and conditions contained in the service specific Appendix will apply to the extent of any conflict or inconsistency.

**1. No Medical Advice.** Program and its officers, directors, employees, contractors, agents and other representatives (collectively and in respect of a party its “**Representatives**”) do not offer any medical, clinical or diagnostic

information, advice or opinions as part of its Services under this Agreement. Neither Program nor its Representatives will remind the Subscriber to take medication or of any appointments in connection with these Services, and Program and its Representatives will not provide any other advice, opinion or other information to the Subscriber in connection with the Services hereunder.

**2. Lifeline.** Program has contracted certain of its monitoring obligations to its Representatives, Philips Lifeline, a division of Philips Electronics Ltd. or another contractor who (in the event of such contracting) has agreed to provide such services to Program solely as a contractor to Program (the “**Program Representative**”). Subscriber agrees and acknowledges that this Agreement is between Subscriber and Program only, and Program Representative acts solely as contractor to Program.

**3. Recordings.** The Subscriber agrees that Program and/or Program Representative may record telephone calls and maintain records of Auto Notifications (as herein after defined) for quality management purposes, and that such telephone call recordings and Auto Notification records shall constitute confidential and proprietary information of Program or Program Representative, as applicable. The Subscriber and his or her representatives shall have no right to access said recordings and/or Auto Notification Records.

**4. Fees.** All fees are expressed in Canadian currency. Subscriber has paid, and Program has received, the Initial Payment, including all applicable taxes. Subscriber will pay the Regular Monthly Fee to Program on a monthly basis for each month commencing in the First Payment Month (as set out in **Subscriber Agreement**), until termination of this Agreement. Subject to any applicable statutory rights, all fees are non-refundable. Program reserves the right to increase the Regular Monthly Fee from time to time upon at least **30 days’** written notice to Subscriber setting out the increase, and the date of it coming into force. The Subscriber may refuse the increase and rescind or terminate the Agreement without cost, penalty or cancellation indemnity by sending Program a notice to that effect no later than **30 days** after the increase comes into force. All invoices are due upon receipt and interest will be charged at the rate of **2% per month (24% per year)** on overdue accounts. Subscriber is responsible to pay (or refund Program or Program Representative, as applicable) all charges relating to emergency responders such as ambulance, fire department, or police (“**Emergency Responders**”), agencies or other persons who are contacted as a result of an alarm received from the “**Equipment**” as set out in Exhibit 3 – CarePlan (which has been completed and returned herewith, and the content of which may be changed from time to time upon written or verbal notification by Subscriber to Program) and any administrative or other costs of Program or its Representatives relating to the payment and/or collection of such charges. Any fee received in non-Canadian currency will be subject to a **\$10.00 CAD** processing charge.

**5. Representations and Warranties.** By entering into this Agreement, the Subscriber represents and warrants that: (i) the information provided by the Subscriber herein is complete and accurate and the Subscriber shall promptly notify Program or Program Representative of any changes to the information on the Subscriber’s CarePlan; (ii) the Subscriber has notified each person identified in Exhibit 3 - CarePlan as a “**Responder**”, Frequently Visited Contact (a “**Contact**”) and/or “**Caregiver**” (as applicable) of his or her role and responsibilities under this Agreement; (iii) the Subscriber has received each Responder’s, Contact’s and/or Caregiver’s express consent (as applicable) to: (a) enlist him or her as a Responder, Contact and/or Caregiver (as applicable); (b) disclose their names, addresses, email addresses, telephone numbers and personal information to Program, Program Representative and other parties for the purposes of this Agreement; and (c) allow Program and/or Program Representative to provide each Responder with electronic (including email, SMS text messaging and/or

text messaging) communications relating to certain alarms Program or Program Representative may receive from the Equipment as further set out in herein (“**Auto Notifications**”), as applicable; and (iv) the Subscriber will only use the Equipment and Services in accordance with the terms of this Agreement, and will not use the Equipment or Services on behalf of any other party.

**6. Collection and Use of Personal Information.** Subscriber acknowledges that the personal information, including any personal health information, which is provided pursuant to this Agreement (including the CarePlan) or which is accessed, created or collected by Program and/or its Representatives in connection with this Agreement will be used by Program and its Representatives to provide Subscriber with the Services described herein. Program and/or its Representatives may collect different types of personal information from Subscriber in order to provide the Services, such as the Subscriber’s name, telephone number, gender, date of birth, address, ethnicity, medical history, and medical conditions. Subscriber understands that the personal information may be accessed by Program, Program Representative, its affiliates, and their respective Representatives for the purposes of providing, operating and administering the Services to and on behalf of the Program. Personal information may be stored on the computer servers of Program, Program Representative and affiliates. If an alarm is triggered on the Equipment, Subscriber’s personal information may be disclosed to health care professionals, Emergency Responders, and the Subscriber’s Responders, Contacts and/or Caregivers (as applicable). Subscriber’s personal information will be used for the purposes described above and will not be disclosed to anyone other than the persons identified herein except with the consent of Subscriber or as otherwise required or permitted by law. Subscriber may request access to his or her personal information or correct any errors in that information by contacting Program at the address indicated herein. For additional information, please refer to Philips’ Privacy Notice [www.philips.ca/a-w/privacy-notice.html](http://www.philips.ca/a-w/privacy-notice.html).

**7. Withdrawal of Consent.** In the event a Responder, Contact, or Caregiver (as applicable) withdraws consent to act as a Responder, Contact or Caregiver, Program will use commercially reasonable efforts to contact the Subscriber and notify the Subscriber of same. If a Responder, Contact or Caregiver has withdrawn his or her consent and Program is able to contact the Subscriber and notify him or her of same, the Subscriber may appoint a new Responder, Contact or Caregiver (as applicable), provided that: (i) Subscriber meets all obligations contained herein applicable to the Responder, Contact or Caregiver in respect of said substitute Responder, Contact or Caregiver (as applicable); and (ii) Subscriber agrees and acknowledges that all applicable terms and conditions contained in this Agreement shall apply with respect to any substitute Responder, Contact, or Caregiver as if he or she had originally been appointed as a Responder, Contact or Caregiver, including without limitation, the Subscriber’s representations and warranties and any indemnification obligations contained herein. In the event a Responder, Contact or Caregiver withdraws his/her consent to receive Auto Notifications, Program and/or Program Representative will stop communicating with the applicable individual via Auto Notification as soon as is reasonably practicable thereafter without providing notice of same to Subscriber. This Agreement may be automatically terminated without refund to Subscriber, and Program will have no obligation to provide any Services, if: (a) the Subscriber advises Program or its Representatives that he/she no longer wishes to be contacted by Program and/or Program Representative to receive Services; or (b) all Responders or Caregivers (as applicable) advise Program or its Representatives that they no longer wish to be listed as Responders or Caregivers (as applicable). In either event, Program and its Representatives will cease to contact the Subscriber or any Responder or Caregiver, as applicable.

**8. Special Services.** From time to time in its discretion, Program may provide Subscriber with additional discretionary services and/or receive written or verbal requests from the Subscriber relating to the Services (such discretionary services and requests are hereinafter collectively referred to as “**Special Services**”). In such event, Program may require the Subscriber to provide written confirmation of the Special Request. Such Special Services may include, but are not limited to: (a) the provision of Services in additional languages; (b) written or verbal requests to modify the procedures set out in the Description of Services section in the applicable Services Appendix (for clarity, section 3 of Appendix B, C & E, and section 1 of Appendix D); and/or (c) the provision of any follow up communication to the Subscriber, a Responder, Contact, Caregiver, Emergency Responders or any other party in connection with Program or Program Representative’s response to any alarm; and/or (d) the provision of any Auto Notification to any Responder in accordance with any Communication Preference noted in the Subscriber’s CarePlan. Program and/or Program Representative may in their discretion perform such Special Services, in whole or in part, but is under no obligation to do so. In the event that Program or any of its Representatives perform any such Special Request in connection with this Agreement, the Subscriber hereby fully and forever releases and discharges Program, Program Representative, their affiliates and their respective Representatives from any and all losses, damages, and injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses (including without limitation, legal fees and disbursements), and any other liability of any kind, of or to the Subscriber or any other person, directly or indirectly arising out of or in connection with any Special Services.

**9. Equipment.** Subscriber is not the owner of the Equipment, which is provided to Subscriber for his or her use during the Term of this Agreement. The Equipment provided to Subscriber is Lifeline branded Equipment. Any such Equipment was previously purchased or leased by Program and is being provided to Subscriber by the Program, and not Program Representative. Accordingly, Program Representative, its affiliates and their respective Representatives have no obligations to you in respect of such Equipment. Subscriber is responsible for any loss or damage to the Equipment (including damage from fire or theft) according to Program’s then current price list. The Equipment may not be sold, loaned, leased, used on anyone else’s behalf or given to anyone by Subscriber. Except as otherwise provided herein, Subscriber will not modify, damage or misuse the Equipment or do anything which might affect the performance of the Equipment. Without limiting the generality of the foregoing, Subscriber must not modify or replace the Equipment’s neck cord (as applicable). Subscriber must maintain any markings placed on the Equipment. From time to time Program may, in its discretion, offer various products to the Subscriber for purchase or lease. In such event, the sale or lease of such products and shall be subject to the applicable terms of sale or lease and/or product and service warranty terms, as applicable to the products at the time Subscriber purchases or leases same.

**10. Maintenance of Equipment.** Subscriber must review, read and follow the user manuals, instructions for use, and associated materials relating to the Equipment (the “**Manuals**”). Subscriber agrees he or she will test the Equipment monthly (or as otherwise set out in the applicable Manuals) and/or using the method described by Program and/or its Representatives to Subscriber (the “**Instructions**”). Subscriber will ensure that the Equipment is cared for, tested and used in strict compliance with the Instructions and applicable Manuals. If there are any problems with the Equipment, Subscriber shall notify Program immediately. Subscriber will permit Program and/or its Representatives access to the Equipment for inspection and maintenance upon request. The Equipment may not be serviced or repaired without Program’s prior written consent. Subscriber acknowledges and agrees that Equipment related services and/or maintenance requested to be provided by Program or its Representatives may be subject to additional fees and that

Subscriber may contact Program for details. If the Subscriber has purchased a third party or Lifeline branded lockBox, the Subscriber must maintain the lockbox in an appropriate location and safeguard the Key Access Code. Program must receive notification as to the location and Key Access Code of the lockbox and Subscriber will update information as necessary. Subscriber understands and agrees that if an Equipment alarm is received and if Responders, Contacts, Caregivers or Emergency Responders are unable to open the lockbox due to the Subscriber's failure to provide complete and accurate information or due to mechanical failure, forced entry may be necessary to respond appropriately.

**11. End of Services.** If one or more of the Subscriber's Services and/or this Agreement is cancelled or terminated for any reason and by any party, Subscriber will immediately return the applicable Equipment to Program either in person or arranging for pick up (for a fee based on Program's then current price for such service), or otherwise in accordance with Program's instructions. Prior to returning the Equipment, Subscriber will (i) contact Program and arrange for the cancellation of the Subscriber's applicable Services subscription and/or notify Program of the Subscriber's intention to terminate this Agreement (all in accordance with the terms of the Agreement); (ii) if Program instructs Subscriber to return Equipment by mail, Subscriber shall ensure that the Equipment is packaged for shipment in accordance with Program's instructions. If Subscriber does not return the Equipment within thirty days after termination or cancellation, Program reserves the right to charge Subscriber the current undiscounted value of the Equipment and any components as a "lost Equipment" fee.

**12. Termination.** Upon the effective date of termination or expiry of this Agreement for any reason and by any party, Program shall be under no obligation to provide any further Services to Subscriber.

**13. Limitation of Liability.** PROGRAM AND ITS REPRESENTATIVES SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY RESULTING FROM ANY EQUIPMENT MALFUNCTION IF THE MALFUNCTION RESULTED WHOLLY OR IN PART FROM MISUSE OF THE EQUIPMENT OR FAILURE TO FOLLOW THE INSTRUCTIONS CONTAINED IN THE APPLICABLE EQUIPMENT MANUAL. Subscriber acknowledges that Program's only obligation under this Agreement in response to an alarm received from the Equipment, is to use commercially reasonable efforts to contact the Subscriber, a Responder, a Contact, a Caregiver and/or an Emergency Responder in accordance with the terms herein and as applicable to the Services purchased by Subscriber. Program, Program Representative, their affiliates and any of their respective Representatives shall not be responsible and the Subscriber waives all liability related to: (i) any deleted, failed or otherwise missed messages (including any Auto Notification) for any reason; and (ii) any failure by Program or its Representatives to contact Subscriber, any Responder or any Caregiver upon Program's (or its Representative's) use of commercially reasonable efforts to attempt to contact same in accordance with the terms of the applicable Services Appendix. Program, Program Representative, their affiliates and any of their respective Representatives shall not be responsible or liable to the Subscriber, any Responder, Contact, Caregiver or any other party for: (a) Program and/or any of its Representative's use or reliance on any information provided by the Subscriber including any use or reliance on any information contained in this Agreement (including the CarePlan); (b) Subscriber's failure to obtain and maintain any consents required under this Agreement and/or Program Subscriber's failure or delay in advising Program of any withdrawal of any consent required under this Agreement; (c) Program and/or any of its Representative's reliance on any statements made by a Subscriber, any Responder, Contact, Caregiver, Emergency Responder, or any other person with respect to the location or condition of the Subscriber; (d) the actions or inactions (including the promptness, sufficiency or adequacy) of the Subscriber, any Responder, Contact, or Caregiver, any Emergency Responder or any other person that receives an assistance request related to the

Subscriber; (e) the use of forced entry to the Subscriber's or any third party's premises by any Responder, Contact, Caregiver, Emergency Responder or any other person or any damage caused thereby to the property of Subscriber or any other party's property; (f) any non-performance by Program or its Representatives caused by strikes, riots, floods, storms, earthquakes, fires, power failures, interruptions of telephone, communication network, or internet services, acts of God, force majeure, or any other cause beyond Program or Program or Program Representative's reasonable control, including without limitation, the actions or non-actions of the Subscriber or the actions or non-action of a Responder, Contact, Caregiver, an Emergency Responder or any third party; and (g) any non-performance by Program or its Representatives caused by the Subscriber or any Responder's withdrawal of consent related to receiving Services or in relation to acting as a Responder, Contact and/or Caregiver as applicable. The liability, if any, of Program, Program Representative, their affiliates and/or any of their respective Representatives to the Subscriber (or the Subscriber's successor(s), heir(s), or estate) for all damages, whether claimed hereunder or for breach of warranty, negligence, strict liability, tort, extra-contractual obligation or otherwise, shall be limited in the aggregate to the payments made by Subscriber to Program pursuant to this Agreement. Program, Program Representative, their affiliates and/or their respective Representatives shall not be responsible or liable to Subscriber or any third party for any indirect, special, incidental or consequential damages, however incurred, or for punitive or exemplary damages.

**14. Indemnification.** Subscriber shall indemnify, defend and hold harmless Program, Program Representative, their affiliates, and their respective Representatives against all third party actions, claims, liabilities, costs, damages or expenses, including reasonable legal fees and other ancillary costs and expenses (including without limitation claims by any Responder, Contact, Caregiver or Emergency Responder), arising from or in connection with this Agreement or the Services or attributable in whole or in part to any incorrectness or breach of any Subscriber representations and warranties hereunder.

**15. No Warranties.** Except as otherwise expressly provided in this Agreement or as required by applicable law, Program does not make any representation, warranty, condition, or guarantee regarding the Services or the Equipment and, to the extent permitted by applicable law, Program disclaims all representations, warranties, guarantees and conditions of any kind, whether express, legal, or implied, arising from statute, course of dealing, usage of trade or otherwise, including, without limitation, representations, warranties, guarantees and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, ownership, quiet enjoyment, non-infringement of third party rights, error-free or uninterrupted service, accuracy, availability, reliability, security, currency and completeness. Subscriber acknowledges and agrees that Subscriber has not relied on and is NOT entitled to the benefits of any representations, promises, descriptions of services, or other statement not specifically set forth in this Agreement.

**16. Additional Auto Notification Terms.** **a) Auto Notification Consents.** Without limiting the generality of section five of this Appendix A, you agree, represent and warrant that: 1. you have obtained consent from your Responders that Program or Program Representative may in its discretion send your Responders Auto Notifications: a. for the purposes of performing the Services; b. which will contain information about any alarm Program or Program Representative may receive from the Equipment you have selected under this Agreement; and c. at any time of the day or night, three hundred and sixty five days per year; and 2. You will immediately notify Program if any of your Responders withdraw their consent to receive Auto Notifications from Program or Program Representative. **b) Service Limitations.** Program and/or Program Representative relies on a third party SMS message services supplier, third party communication networks, and the Responder's mobile



handset or other electronic device in order to provide any Auto Notifications, all of which Program and Program Representative are unable to control and for which Program and Program Representative are not responsible. Subscriber expressly agrees and acknowledges that the following terms and conditions, including service limitations, apply to any provision of any Auto Notification under this Agreement: 1. The availability of any Auto Notification is subject to many limitations, including those of a technical nature; 2. Use and reliance on any Auto Notification is subject to risks, including but not limited to, lack of coverage, disruption, data loss, harm to data integrity, delayed or failed transmission, latency and other performance limitations. 3. Program and Program Representative offer no warranties, representations or guarantees of specific performance levels for Auto Notification, nor does Program or Program Representative guarantee that any Auto Notification communication will be delivered as intended or at all. 4. Auto Notification recipients may be subject to third party fees or costs, including third party mobile carrier costs. Program and Program Representative are not responsible for payment of any such fees, and Subscriber agrees to indemnify, defend and hold harmless Program and Program Representative from any claim arising from, or in connection with, any such fees. 5. The data contained in Auto Notification communications may not be encrypted. Program and Program Representative do not guarantee that data cannot be intercepted by other parties. 6. Auto Notifications are only available in connection with certain mobile networks for which Program and Program Representative are not responsible. Program and Program Representative do not accept any liability in connection with Auto Notification transmission or non-transmission, including in connection with any lack of network coverage. **7. The Subscriber agrees and acknowledges that Auto Notification communications may be suspended by Program or its third party SMS service provider at any time and without notice.** 8. The Subscriber expressly represents and warrants that he/she has obtained the consent of each Responder for Program's third party SMS services supplier to process and store their mobile phone numbers for the purposes of Auto Notification. **9. Program and Program Representative do not accept any liability for any claims, damages or losses arising out of, in connection with, or related to, in whole or in part, any Auto Notification, including (without limitation) the transmission, use, or inability to use, any Auto Notification, including in connection with any systems failure, service delivery failure, corruption, interruption or non-transmission and the Subscriber hereby fully and forever releases and discharges Program, Program Representative, their affiliates and their respective Representatives from any and all losses, damages, and injuries, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses (including without limitation, legal fees and disbursements), and any other liability of any kind, of or to the Subscriber or any other person, directly or indirectly arising out of or in connection with any Auto Notification.**

**17. Miscellaneous.** This Agreement may be modified by mutual agreement of the parties. Any notice to be given under this Agreement is to be given to Program at the address set out in this Agreement or to Subscriber at the Subscriber address set out herein. Any address for notice may be changed by written notice. Subscriber acknowledges that he or she has consulted with or had the opportunity to consult with their independent legal counsel prior to entering into this Agreement. The parties confirm and acknowledge that there are no collateral agreements, representations, or terms affecting or forming part of this Agreement other than as set forth herein. The waiver by either party of any provision of this Agreement is not effective unless made in a writing specifically referring to this Agreement signed by the party to be held bound and shall not operate as or be construed as a waiver of any prior or subsequent breach thereof unless specifically provided in such writing. If any provision of this Agreement shall be found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other

provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. It is the express wish of the parties that this document be written in English. Les parties aux présentes ont expressément demandé que ce document soit rédigé en anglais. A version of these Appendices (including the General Terms and Conditions) is available in French upon request. Une version française de ce contrat de service est disponible sur demande. Any capitalized term used in Appendix B, C, D, E or F shall have the meaning ascribed to it in the applicable Appendix, or if not defined therein, shall have the meaning attributed to it in this Appendix A or the main body of the Agreement, as applicable. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein, except for Agreements with Subscribers in the province of Quebec which shall be governed by the laws of the province of Quebec and the laws of Canada applicable therein.

## APPENDIX B

### HOMESAFE BASIC MONITORING SERVICES - TERMS AND CONDITIONS

**The following are the "Terms and Conditions" that apply specifically to the HomeSafe Basic monitoring services (the "HomeSafe Basic Monitoring Services") to be provided by Program to you (for clarity, these Terms & Conditions apply in addition to the General Terms and Conditions contained in Appendix A, above). By signing the Agreement, you expressly agree to all of these Terms and Conditions and agree to enter into a legally binding agreement with Program for the provision of HomeSafe Basic Monitoring Services in accordance with the terms of the Agreement.**

**1. Term.** This Agreement shall commence on the Effective Date and shall be for a one month term (the "**Initial Term**") and thereafter automatically renews on a month-to-month basis. The Initial Term together with all renewal periods, shall be deemed to be the "**Term**" of this Agreement.

**2. Termination.** After the completion of the Initial Term, Subscriber may terminate this Agreement at any time by: i) providing written or verbal notice to Program and (ii) returning equipment to Program at least **7** days prior to the end of a calendar month, failing which the Agreement will automatically renew for the next month. Program may terminate this Agreement at any time upon **30** days' prior written notice to Subscriber, except as otherwise required or permitted by applicable law. Program may terminate this Agreement at any time upon **7** days' notice if Subscriber is in breach of this Agreement, in which case Subscriber shall remain responsible and liable to pay all fees up until the completion of the Term.

**3. Description of HomeSafe Basic Monitoring Services.** Program will perform the HomeSafe Basic Monitoring Services in accordance with the terms of this Agreement. HomeSafe Basic Monitoring Services will be provided in the following manner: **(1) Monitoring.** Program or Program Representative will use commercially reasonable efforts to monitor the "Equipment" and will use commercially reasonable efforts to respond to all alarms it receives from the Equipment during all times during the Term of this Agreement, on a **24** hours per day, **7** days per week basis. If an alarm is received from the Equipment, commercially reasonable efforts will be used to promptly contact the Subscriber. If Program or Program Representative reaches the Subscriber, Program or Program Representative will ask the Subscriber if he or she is in need of assistance. **(2) No Assistance Required.** (i) If the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber does not require any assistance, then no further actions will be taken with respect to the alarm

or the Subscriber except in accordance with the terms of section 8 (Special Services) of Appendix A above. **(3) Non-Emergency Assistance.** If Program or Program Representative reaches the Subscriber and the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber requires non-emergency assistance, then Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more of the persons identified as “Responders” to advise him/her that the Subscriber requires non-emergency assistance. (i) Upon such contact with a Responder it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber as he/she may deem advisable. (ii) If Program or Program Representative cannot reach any Responder, Program or Program Representative will use commercially reasonable efforts to attempt to contact the Subscriber to advise him or her of same. **(4) No Response from Subscriber.** (i) If Program or Program Representative receives an alarm from the Equipment and Program or Program Representative cannot reach the Subscriber, then Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that an alarm has been received from the Equipment and that Program or Program Representative cannot reach the Subscriber. (ii) Upon such contact with a Responder, it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber and/or any **Emergency Responders** as applicable and as he/she may deem advisable; (iii) If Program or Program Representative cannot reach any Responders, then Program or Program Representative will contact Emergency Responders. **(5) Emergency Assistance.** (i) If Program or Program Representative reaches the Subscriber and the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber requires emergency assistance, then Program or Program Representative will contact such Emergency Responders as Program or Program Representative determines in its discretion. In addition, Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that Emergency Responders have been contacted. (ii) If Program or Program Representative is able to reach a Responder, it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber and/or the Emergency Responders as he/she may deem advisable.

**4. Geographic and Language Limitations.** The HomeSafe Basic Monitoring Services are only available for Subscribers who reside in Canada, and are only available in French or English.

**5. Technical & Equipment Limitations.** Program relies on telephone and internet connections to receive alarms from the Equipment and to perform the HomeSafe Basic Monitoring Services. Subscriber acknowledges that in the event a telephone in their residence is in use at the time that an alarm is triggered on the Equipment, the alarm may not be transmitted. To avoid such non-transmission, it is Subscriber’s duty to arrange for its telephone company to install a CA38A or RJ31X telephone jack (a “line seizure jack”). In the event the Subscriber utilizes DSL internet service, the Subscriber must arrange for the installation of a DSL filter. Subscriber acknowledges that using a telephone service provided via the internet, broadband, VoIP or any other service for which the Equipment is not specifically designed to utilize presents additional risks for non-transmission of alarms from the Equipment. Subscriber is responsible for ensuring the Equipment is connected to the necessary electrical and telephone lines at all times. Subscriber agrees that there may be a lapse in monitoring as a result of a change in Subscriber’s address or telephone number. Program may charge for any such changes at its then current rate. Subscriber acknowledges and understands that the Equipment has a limited signal transmission range, and that the Equipment will not function outside of the coverage range as determined in accordance with the Equipment user manual. Certain conditions may negatively affect the coverage range of the Equipment,

including but not limited to proximity of the Equipment on or near to a refrigerator or any type of metal cabinet or bookcase. In addition, the Equipment signal range may be affected or interrupted by environmental factors, including without limitation certain building materials, submersion in liquid, or obstruction by large masses. The Equipment must not be worn during magnetic resonance imaging (MRI) procedures, while travelling on an aircraft or in the presence of high or otherwise extreme temperatures, flames or flammable materials. The Subscriber acknowledges and agrees that he/she is solely responsible for ensuring Equipment compatibility with: (i) any Subscriber medical device, including without limitation any implantable cardiac device such as a pacemaker or defibrillator; and (ii) any home alarm or intercom system. Program, Program Representative, their affiliates and their respective directors, officers, employees, agents and contractors shall have no liability for interruption of HomeSafe Basic Monitoring Services due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruptions of telephone or internet services, acts of God, force majeure, or any other cause beyond Program and/or Program Representative’s reasonable control, including without limitation, the activities of Subscriber or any third party, or damage to Program and/or Program Representative’s monitoring equipment, Subscriber’s premises or the Equipment. The Subscriber must immediately return Equipment to Program upon Program’s request and begin use of replacement Equipment immediately upon receipt from Program. The Subscriber further acknowledges and agrees that any cord worn around the neck may pose a strangulation risk, including the risk of death or serious injury.

## APPENDIX C

### HOMESAFE WITH AUTOALERT MONITORING SERVICES - TERMS AND CONDITIONS

The following are the “Terms and Conditions” that apply to the HomeSafe with AutoAlert Monitoring Services (the “HomeSafe with AutoAlert Monitoring Services”) to be provided by Program to you (for clarity, these Terms & Conditions apply in addition to the General Terms and Conditions contained in Appendix A, above). By signing the Agreement, you expressly agree to all of these Terms and Conditions and agree to enter into a legally binding agreement with Program for the provision of HomeSafe with AutoAlert Monitoring Services in accordance with the terms of the Agreement.

**1. Term.** This Agreement shall commence on the Effective Date and shall be for a one month term (the “Initial Term”) and thereafter automatically renews on a month-to-month basis. In the event that the Subscriber has purchased GoSafe Mobile System Monitoring Services, this Agreement shall be for a fixed GoSafe Initial Term for the amount of time set out in the Agreement and thereafter automatically renews on a month-to-month basis. The Initial Term or GoSafe Initial Term (as applicable), together with all renewal periods, shall be deemed to be the “Term” of this Agreement.

**2. Termination.** After the completion of the Initial Term or GoSafe Initial Term (as applicable), Subscriber may terminate this Agreement at any time by: i) providing written or verbal notice to Program and (ii) returning equipment to Program at least **7** days prior to the end of a calendar month, failing which the Agreement will automatically renew for the next month. Program may terminate this Agreement at any time upon **30** days’ prior written notice to Subscriber, except as otherwise required or permitted by applicable law. Program may terminate this Agreement at any time upon **7** days’ notice if Subscriber is in breach of this Agreement, in which case Subscriber shall remain responsible and liable to pay all fees up until the completion of Term.

**3. Description of HomeSafe with AutoAlert Monitoring Services.** Program will perform the HomeSafe with AutoAlert Monitoring Services in accordance with the terms of this Agreement. HomeSafe with AutoAlert Monitoring Services will be provided in the following manner: **(1) Monitoring.** Program or Program Representative will use commercially reasonable efforts to monitor the “Equipment” and will use commercially reasonable efforts to respond to all alarms it receives from the Equipment during all times during the Term of this Agreement, on a **24** hours per day, **7** days per week basis. If Program or Program Representative receives an alarm from the Equipment, Program or Program Representative will use its commercially reasonable efforts to promptly contact the Subscriber. If Program or Program Representative reaches the Subscriber, Program or Program Representative will ask the Subscriber if he or she is in need of assistance. **(2) No Assistance Required.** (i) If the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber does not require any assistance, then no further actions will be taken with respect to the alarm or the Subscriber except in accordance with the terms of section 8 **(Special Services)** of Appendix A above. **(3) Non-Emergency Assistance.** If Program or Program Representative reaches the Subscriber and the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber requires non-emergency assistance, then Program or Program Representative will attempt to contact one or more **“Responders”** to advise him/her that the Subscriber requires non-emergency assistance. (i) Upon such contact with a Responder, it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber as he/she may deem advisable (ii) In the event that Program or Program Representative cannot reach any Responder, Program or Program Representative will use commercially reasonable efforts to attempt to contact the Subscriber to advise him or her of same. **(4) No Response from Subscriber – Fall Detected.** (i) If Program or Program Representative receives a signal from the Equipment that a fall has been detected and Program or Program Representative cannot reach the Subscriber, then Program or Program Representative will contact such **“Emergency Responders”** as Program or Program Representative determines in its discretion. In addition, Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that Emergency Responders have been contacted. (ii) If Program or Program Representative is able to reach a Responder, it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber and/or the Emergency Responders as he/she may deem advisable. **(5) No Response from Subscriber – Manual Personal Help Button Press.** (i) If Program or Program Representative receives a manual Personal Help button press signal from the Equipment and Program or Program Representative cannot reach the Subscriber, then Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that a manual Personal Help button press signal has been received from the Equipment and that Program or Program Representative cannot reach the Subscriber. (ii) Upon such contact with a Responder, it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber as he/she may deem advisable. (iii) If Program or Program Representative cannot reach any Responders, then Program or Program Representative will contact such Emergency Responders as Program or Program Representative determines in its discretion. **(6) Emergency Assistance.** (i) If Program or Program Representative reaches the Subscriber and the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber requires emergency assistance, then Program or Program Representative will contact such Emergency Responders as Program or Program Representative deems advisable. In addition, Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that Emergency Responders have been contacted. (ii) If Program or Program Representative is able to reach a Responder, it will be the Responder’s responsibility to take any additional actions with respect to the Subscriber and/or the Emergency Responders as he/she may deem advisable.

**4. Geographic and Language Limitations.** The HomeSafe with AutoAlert Monitoring Services are only available for Subscribers who reside in Canada, and are only available in French or English.

**5. Technical Limitations.** Program relies on telephone and internet connections and/or third party wireless networks to receive alarms from the Equipment and to perform the HomeSafe with AutoAlert Monitoring Services. Subscriber acknowledges that in the event a telephone in their residence is in use at the time that an alarm is triggered on the Equipment, the alarm may not be transmitted. To avoid such non-transmission, it is Subscriber’s duty to arrange for its telephone company to install a CA38A or RJ31X telephone jack (a **“line seizure jack”**). In the event the Subscriber utilizes DSL internet service, the Subscriber must arrange for the installation of a DSL filter. Subscriber acknowledges that using a telephone service provided via the internet, broadband, VoIP or any other service for which the Equipment is not specifically designed to utilize presents additional risks for non-transmission of alarms from the Equipment. Subscriber is responsible for ensuring the Equipment is connected to the necessary electrical and telephone lines at all times. Subscriber agrees that there may be a lapse in monitoring as a result of a change in Subscriber’s address or telephone number. Program may charge for any such changes at its then current rate. Subscriber acknowledges and understands that the Equipment has a limited signal transmission range, and that the Equipment will not function outside of the coverage range as determined in accordance with the Equipment user manual. Certain conditions may negatively affect the coverage range of the Equipment, including but not limited to proximity of the Equipment on or near to a refrigerator or any type of metal cabinet or bookcase. In addition, the Equipment signal range may be affected or interrupted by environmental factors, including without limitation certain building materials, submersion in liquid, or obstruction by large masses. The Equipment must not be worn during magnetic resonance imaging (MRI) procedures, while travelling on an aircraft or in the presence of high or otherwise extreme temperatures, flames, or flammable materials. The Subscriber acknowledges and agrees that he/she is solely responsible for ensuring Equipment compatibility with: (i) any Subscriber medical device, including without limitation any implantable cardiac device such as a pacemaker or defibrillator; and (ii) any home alarm or intercom system. Program, Program Representative, their affiliates and their respective directors, officers, employees, agents and contractors shall have no liability for interruption of HomeSafe with AutoAlert Monitoring Services due to strikes, riots, floods, storms, earthquakes, fires, power failures, interruptions of telephone or internet services, acts of God, force majeure, or any other cause beyond Program and/or Program Representative’s reasonable control, including without limitation, the activities of Subscriber or any third party, or damage to Program’s or Program Representative’s monitoring equipment, Subscriber’s premises or the Equipment.

**6. HomeSafe with AutoAlert Monitoring Service and Equipment Limitations.** Subscriber agrees and acknowledges that the Equipment may not detect all falls. Without limiting the generality of the foregoing, the Equipment may not detect gradual slides from a seated position, slow falls, or falls from low heights. The Subscriber further acknowledges and agrees that additional conditions may affect the ability of the Equipment to automatically detect falls, including but not limited to the height and weight of the Subscriber and falls occurring in locations at elevations of greater than approximately two thousand meters. In addition, the Subscriber understands and acknowledges that in the event the Subscriber moves or stands up within less than approximately thirty seconds of a fall being detected by the Equipment (including, without limitation, due to a seizure or other medical condition) the Equipment will not send an alarm or signal to the response centre. The Subscriber must always push the AutoAlert Personal Help Button in the event the Subscriber requires assistance. In the event the Equipment battery has approximately 7 or fewer days of battery life remaining, the Subscriber acknowledges that the Equipment will not automatically detect falls and the Subscriber must push the AutoAlert Personal Help Button in the event that assistance is required. The Subscriber must



immediately return Equipment to Program upon Program's request and begin use of replacement Equipment immediately upon receipt from Program. The Subscriber further acknowledges and agrees that any cord worn around the neck may pose a strangulation risk, including the risk of death or serious injury.

## APPENDIX D

### GOSAFE MOBILE SYSTEM MONITORING SERVICES

#### ADDENDUM (THE "GOSAFE ADDENDUM")

The following GoSafe Addendum contains the terms & conditions that apply in addition to: (i) the General Terms and Conditions contained in Appendix A, above; and (ii) the HomeSafe with AutoAlert Monitoring Services – Terms and Conditions contained in Appendix C, above, with respect to monitoring services provided by Program to you in connection with the Mobile Help Button ("GoSafe Monitoring Services"). By signing the Agreement, you expressly agree to all of these terms and conditions and agree to enter into a legally binding agreement with Program for the provision of GoSafe Monitoring Services in accordance with the terms of the Agreement.

**1. Description of the GoSafe Monitoring Services.** The terms of this section 1 apply to Subscribers who have selected GoSafe Monitoring Services and replace and supersede the terms of section 3 (Description of HomeSafe with AutoAlert Monitoring Services) of Appendix C in their entirety. For clarity, subject to Section 8 of this GoSafe Addendum, all other terms contained in Appendix C apply to the GoSafe Monitoring Services in addition to this GoSafe Addendum. Program will perform the GoSafe Monitoring Services in accordance with the terms of the Agreement. GoSafe Monitoring Services will be provided in the following manner: **(1) Monitoring.** Program or Program Representative will use commercially reasonable efforts to monitor the "Equipment" and will use commercially reasonable efforts to respond to all alerts it receives from the Equipment during all times during the Term of this Agreement, on a **24** hours per day, **7** days per week basis. In addition, Program or Program Representative shall use commercially reasonable efforts to track the approximate location of an alarm from the Equipment whenever Program or Program Representative receives a signal from the Mobile Help Button. For clarity, and notwithstanding anything else contained in this Agreement, Program and/or Program Representative will not advise Responders of any Subscriber location tracking information via Auto Notification. If Program or Program Representative receives an alarm from the Equipment, Program or Program Representative will use its commercially reasonable efforts to promptly contact the Subscriber. If Program or Program Representative reaches the Subscriber, Program or Program Representative will ask the Subscriber if he or she is in need of assistance. **(2) No Assistance Required.** (i) If the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber does not require any assistance, then no further actions will be taken with respect to the alarm or the Subscriber except in accordance with the terms of section 8 (Special Services) of Appendix A above. **(3) Non-Emergency Assistance Requested.** If Program or Program Representative reaches the Subscriber and the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber requires non-emergency assistance, then Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more "Responders" to advise him/her that the Subscriber requires non-emergency assistance. If it is possible to track the approximate location of the alarm, Program or Program Representative will advise the Responder of the approximate location of same. (i) Upon such contact with a Responder, it will be the Responder's responsibility to take any additional actions with respect to the Subscriber as he/she may deem advisable. (ii) If Program or Program Representative cannot reach any Responder, Program or Program Representative will use commercially reasonable efforts to attempt to

contact the Subscriber to advise him or her of same. **(4) No Voice Contact – Program or Program Representative determines Subscriber at Home Address.** If Program or Program Representative receives an alarm from the Equipment; and Program or Program Representative is able to determine in its discretion that the approximate location of the alarm is the Subscriber's home address (as set out in the CarePlan); and Program or Program Representative does not receive voice contact from the Equipment, then: (i) Program or Program Representative will contact such "Emergency Responders" as Program or Program Representative determines in its discretion. In addition, Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that Emergency Responders have been contacted. If it is possible to track the approximate location of the alarm, Program or Program Representative will advise the Emergency Responders and any Responders of the approximate location of same. (ii) If Program or Program Representative is able to contact a Responder, it will be the Responder's responsibility to take any additional actions with respect to the Subscriber and/or the Emergency Responders as he/she may deem advisable. **(5) No Voice Contact – Alarm Received & Alarm Location Cannot Be Approximated.** If Program or Program Representative receives an alarm from the Equipment and is unable to track the approximate location of the alarm; and Program or Program Representative does not receive voice contact from the Equipment: (i) commercially reasonable efforts will be used to attempt to contact one or more Responders to advise him/her that Program or Program Representative has received an alarm from the Subscriber's Equipment but has been unable to reach the Subscriber and cannot track the approximate location of the alarm. In addition, Program or Program Representative may in its discretion attempt to activate the "Audio Beacon" function of the Equipment (which function is further detailed in the Equipment user manual). (ii) Upon such contact with a Responder, it will be the Responder's responsibility to take any additional actions with respect to the Subscriber as he/she may deem advisable. (iii) If Program or Program Representative cannot reach a Responder, then commercially reasonable efforts will be used to attempt to leave a message with the Responder. In addition, and only in the event Program or Program Representative cannot reach any Responder, commercially reasonable efforts will be used to attempt to contact one or more Contacts. (iv) If Program or Program Representative is able to reach a Contact and the Contact advises as to the location of the Subscriber, and Program or Program Representative determines in its discretion that: (a) an emergency condition exists, then Emergency Responders as Program or Program Representative determines in its discretion will be contacted; or (b) no emergency condition exists, then no further actions will be taken with respect to the alarm or the Subscriber, except in accordance with the terms of section 8 of Appendix A (Special Services) above. (v) If the Subscriber has not appointed any Contact, or Program or Program Representative is unable to reach any Contact, then no additional steps will be taken with respect to the alarm or the Subscriber except in accordance with the terms of section 8 of Appendix A (Special Services) above. **(6) No Voice Contact– Alarm Received & Alarm Location Can Be Approximated.** If Program or Program Representative receives an alarm from the Equipment; and is able to track the approximate location of the alarm; and Program or Program Representative does not receive voice contact from the Equipment, then: (i) Program or Program Representative will contact such Emergency Responders as Program or Program Representative determines in its discretion and advise the Emergency Responders of the approximate location of the alarm. In addition, Program or Program Representative may in its discretion attempt to activate the Audio Beacon function of the Equipment. (ii) Program or Program Representative will also use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that Emergency Responders have been contacted and of the approximate location of the alarm. (iii) If Program or Program Representative cannot reach a Responder, then commercially reasonable efforts will be used to attempt to leave a message with the Responder. (iv) If Program or Program Representative is able to reach a Responder, it will be the Responder's responsibility to take any additional actions with respect to the Subscriber and/or the Emergency Responders as he/she may deem advisable.

**(7) Emergency Assistance Required - Alarm Received & Alarm Location Cannot Be Approximated.** If Program or Program Representative receives an alarm from the Equipment; and Program or Program Representative receives voice contact from the Equipment, and the Subscriber indicates, or Program or Program Representative determines in its discretion, that the Subscriber requires emergency assistance; and Program or Program Representative is unable to track or otherwise determine in its discretion the approximate location of the alarm, then: (i) Program or Program Representative will use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that an alarm has been received from the Equipment; that Program or Program Representative has been able to reach the Subscriber; and that Program or Program Representative cannot determine the approximate location of the alarm. In addition, Program or Program Representative may in its discretion attempt to activate the Audio Beacon function of the Equipment. (ii) Upon such contact with a Responder, it will be the Responder's responsibility to take any additional actions with respect to the Subscriber as he/she may deem advisable. (iii) If Program or Program Representative cannot reach a Responder, then Program or Program Representative will use commercially reasonable efforts to attempt to leave a message with the Responder. In addition, and only in the event Program or Program Representative cannot reach any Responder, Program or Program Representative will use commercially reasonable efforts to attempt to reach one or more Contacts (as set out in the CarePlan, if any). (iv) In the event that Program or Program Representative is able to reach a Contact and the Contact advises as to the location of the Subscriber, and Program or Program Representative determines in its discretion that: (a) an emergency condition exists, Program or Program Representative will contact such Emergency Responders as Program or Program Representative determines in its discretion; or (b) no emergency condition exists, then Program or Program Representative will not take any further actions with respect to the alarm or the Subscriber except in accordance with the terms of section 8 of Appendix A (Special Services) above. (v) If the Subscriber has not appointed any Contact or Program or Program Representative is unable to reach any Contact, then no further steps will be taken with respect to the alarm or the Subscriber except in accordance with the terms of section 8 of Appendix A (Special Services) above. **(8)**

**Emergency Assistance Required - Alarm Received & Alarm Location Can Be Approximated.** If Program or Program Representative receives an alarm from the Equipment; is able to determine the approximate location of the alarm; and is able to reach the Subscriber and the Subscriber indicates, or Program or Program Representative otherwise determines in its discretion, that the Subscriber requires emergency assistance, then: (i) Program or Program Representative will contact such Emergency Responders as Program or Program Representative determines in its discretion and advise them of the approximate location of the alarm. In addition, Program or Program Representative may in its discretion attempt to activate the Audio Beacon function of the Equipment. (ii) Program or Program Representative will also use commercially reasonable efforts to attempt to contact one or more Responders to advise him/her that Emergency Responders have been contacted and of the approximate location of the alarm. If a Responder cannot be reached, then Program or Program Representative will use commercially reasonable efforts to attempt to leave a message with the Responder. (iii) If Program or Program Representative is able to reach a Responder, it will be the Responder's responsibility to take any additional actions with respect to the Subscriber and/or the Emergency Responders as he/she may deem advisable.

## 2. Subscriber Responsibilities.

Subscriber agrees:

1. To periodically recharge the battery of the Mobile Help Button, consistent with the applicable Equipment user manual instructions, and in a safe manner and under dry conditions. Subscriber acknowledges that the Mobile Help Button contains an internal battery, but will not work or be able to access the Wireless System (as hereinafter defined) if the battery is discharged. Subscriber agrees and acknowledges that Program and its **"Representatives"** shall not be responsible or obligated to notify the Subscriber or Responders or any other party if the Equipment battery is low or becomes discharged.

2. To review, read and follow the instructions for use in the applicable Equipment user manuals.
3. To use the Equipment, GoSafe Monitoring Services and Wireless System only in accordance with the terms of this Agreement and not to use same in a prohibited manner.
4. To provide access to Responders, Contacts and Emergency Responders to the Subscriber's location.
5. Not to allow any other party to use the Equipment, GoSafe Monitoring Services or Wireless System. The Subscriber shall remain solely responsible and liable for any other party using the Equipment provided by Program to Subscriber, the GoSafe Monitoring Services or Wireless System even if Subscriber claims such party's use was unauthorized. Subscriber also agrees to be responsible and liable for any other party using the Wireless System meant for use with the Equipment.
6. **WARNING: Subscriber must not use the Mobile Help Button if Subscriber has an implantable cardiac device such as a pacemaker or defibrillator.**
7. To power down the Mobile Help Button prior to traveling on an airplane and ensure the the Mobile Help Button is powered back on when it is safe to do so.
8. To notify Program in advance of returning any Equipment for service, and power down the Mobile Help Button prior to returning it for service.

**3. Relationship with Wireless Carrier.** Subscriber acknowledges and understands that Subscriber has not contracted with the wireless carrier (**"Carrier"**) engaged to provide wireless communications transmission and connectivity (the **"Wireless System"**) related to operation of the Equipment. Subscriber understands and agrees that Subscriber has no contractual relationship with the Carrier, and Subscriber is not a third party beneficiary of any contract with the Carrier in connection with this Agreement. Subscriber understands and agrees that the Carrier has no liability of any kind to Subscriber, whether for breach of contract or warranty, in connection with the use, failure to use, or inability to use the Wireless System. Subscriber has no property right in any number assigned to Subscriber or Equipment provided to Subscriber, and understands that any such number can be changed at any time by Program (or its Program Representative), and/or the Carrier. Subscriber understands and agrees that neither Program nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from the Equipment, and neither Program, Program Representative nor the Carrier will be liable for any lack of privacy or security relating to the use of the Equipment. Subscriber may not resell the GoSafe Monitoring Services, Equipment, Wireless System (or any component thereof) to any other party.

**4. Service Limitations Acknowledgement.** Program relies on global positioning satellite (GPS) signals and third party wireless communication networks in order to receive signals and alerts from the Equipment and to perform the GoSafe Monitoring Services. Subscriber expressly agrees and acknowledges that the following service limitations apply to the GoSafe Monitoring Services, the Equipment and the Wireless System (collectively, the **"Service Limitations"**): 1. the availability of the Wireless System and use of the Wireless System, the Equipment, and GoSafe Monitoring Services is subject to many limitations, including those of a technical nature; 2. the Wireless System is not without interruption or ubiquitous, and is subject to risks, including but not limited to, lack of coverage, disruption, breakdown, data loss, harm to data integrity, delayed transmission, latency and other performance limitations, especially as the Wireless System relies on third party networks which Program, Program Representative and the Carrier are unable to control and for which they are not responsible; 3. Program and the Carrier offer no guarantees of specific performance levels for the GoSafe Monitoring Services, the Equipment and Wireless System, nor that calls to emergency service agencies or monitoring response centre will be completed; 4. Program does not guarantee that Program or its Program Representative can always track or otherwise identify the Subscriber's location or the location of an alarm; 5. In the event Program or its Program Representative is able to track the Subscriber's location or the location of



an alarm, Program or Program Representative may only be able to track the Subscriber or the alarm's approximate location. Program cannot and does not guarantee that Program or its Program Representative will be able to track the Subscriber's exact location; 6. The Mobile Help Button Audio Beacon feature may not function at all or as intended, and in the event the Audio Beacon feature emits a sudden loud noise, the Subscriber or other parties may be startled and/or suffer injury, including death or serious injury, as a result of or in connection with the Audio Beacon; 7. The Wireless System will not work if (a) the Subscriber's GoSafe Monitoring Services subscription with Program is not active or the Agreement has expired, been cancelled or terminated for any reason; (b) the Equipment does not have sufficient electrical power, including without limitation, battery or outlet; (c) the Subscriber is located outside Canada or is outside the operating range of the Carrier's wireless communication 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/or other factors and conditions of a technical, force majeure, or other nature; and 8. Various portable and mobile RF communications devices can affect the Equipment; Equipment must be used in accordance with the applicable Equipment User manual(s) and within the specified range of such devices.

**5. Program's Rights.** Program or its Representatives have the right in their discretion to disable the Equipment or otherwise block access to the Wireless System and (subject to applicable laws) immediately cease performing the GoSafe Monitoring Services, without notice to Subscriber, if Subscriber or another party is suspected of abuse or fraudulent activity relating to the GoSafe Monitoring Services, the Wireless System or the Equipment ("**Fraudulent Activity**"). Fraudulent Activity may include, but is not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of or information about another 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 System; (iv) using or assisting another party to use any scheme, false representation, or false credit device, or other fraudulent means or devices in connection with this Agreement; (v) using the Wireless System in such a manner so as to interfere with the use of the Wireless System by one or more other subscribers or to interfere with Program's ability to provide any services; (vi) using the Wireless System to convey obscene, salacious, or unlawful information; (vii) using the Wireless System on stolen or lost Equipment; (viii) any authorized use or access of or to the GoSafe Monitoring Services, the Wireless System or the Equipment, including without limitation the practices generally referred to as 'counterfeiting,' 'cloning fraud,' or 'tumbling fraud'; (ix) using the Wireless System in any manner not in accordance with the terms and purposes set out herein, including without limitation, to provide voice over IP services; and (x) making, or attempting to make, any unauthorized modifications to the Equipment.

**6. Liability & Indemnification.** Subject to applicable laws, Program, Program Representative, their affiliates and any of their respective Representatives shall not be liable or responsible to Subscriber, any Responder or any other party for or relating to or arising from any Service Limitations, interconnections of services or Equipment with networks provided by Subscriber or any other party, delays or interruptions in the GoSafe Monitoring Services or Wireless System, any interruption or error in routing or completing calls or other transmissions (including calls to Emergency Responders), the delay, failure, loss, alteration, interruption or corruption of any voice, call quality, message, or data transmitted while using the Wireless System, the Equipment or the GoSafe Monitoring Services nor for the accuracy or precision of location information Program or Program Representative provides to Responders or Emergency Responders or other parties. Use of the Wireless System is at Subscriber's sole risk. **THE STATEMENT THAT FOLLOWS IS NOT APPLICABLE TO CUSTOMERS IN QUEBEC.** Subscriber shall indemnify, defend and hold harmless Program, Program Representative, their affiliates and their respective Representatives from and against any action, claim, loss, liability,

damage, expense (including legal fees and other ancillary costs and expenses) or claims of third parties resulting from or relating to any use or misuse of the GoSafe Monitoring Services, Equipment, and/or Wireless System by Subscriber or any third party using the Subscriber's GoSafe Monitoring Services, the Equipment, and/or the Wireless System and from the Subscriber's breach of any of the terms of this Agreement or arising from or in connection with this Agreement or the GoSafe Monitoring Services. Neither Program nor the Carrier would have agreed to provide the Equipment, GoSafe Monitoring Services or Wireless System to Subscriber if Subscriber did not agree to this limitation.

**7. End of Service.** UNDER CERTAIN CIRCUMSTANCES, INCLUDING IN THE CASE OF SUSPECTED FRAUDULENT ACTIVITY, SOME OR ALL OF THE WIRELESS SYSTEM MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO SUBSCRIBER AND WITHOUT ANY LIABILITY TO PROGRAM, PROGRAM REPRESENTATIVE OR THE WIRELESS COMMUNICATION NETWORK CARRIER. THE FOREGOING IS SUBJECT TO APPLICABLE LAWS.

**8. Miscellaneous.** Except as otherwise provided for in this GoSafe Addendum, all terms and conditions of the Agreement remain unchanged, unmodified, and in full force and effect. Any capitalized term not defined in this GoSafe Addendum shall have the same meaning attributed thereto in the Agreement (including the terms and conditions of any applicable services specific Appendix). In the event of any conflict or inconsistency between this GoSafe Addendum and any other terms contained in the Agreement (including without limitation the terms of Appendix C – HomeSafe with AutoAlert Monitoring Services), the terms and conditions herein shall govern to the extent of the conflict or inconsistency.

## APPENDIX E

### MEDICATION REMINDER MONITORING SERVICES TERMS & CONDITIONS

**The following are the "Terms and Conditions" that apply to the Medication Reminder Monitoring Services (the "MR Services") to be provided by Program to you (for clarity, these terms and conditions apply in addition to the General Terms and Conditions contained in Appendix A, above). By signing the Agreement, you expressly agree to all of these Terms and Conditions and agree to enter into a legally binding agreement with Program for the provision of MR Services in accordance with the terms of the Agreement.**

**1. Term.** This Agreement shall commence (i) when Program receives the Initial Payment set out in Exhibit 1 – Billing Information Form; and (ii) when Program has received valid communication from your "Equipment", and shall be for a three month term (the "Initial Term") and thereafter automatically renews on a month-to-month basis. Together, the Initial Term and any renewal terms shall be deemed the "**Term**".

**2. Termination.** Subscriber may terminate this Agreement at any time by: i) providing written notice to Program and (ii) returning equipment to Program at least **7** days prior to the end of a calendar month, failing which the Agreement will automatically renew for the next month. Upon termination of this Agreement for any reason by any party, you are responsible and liable to pay all fees up until the completion to the Term and you must cooperate with and permit Program to remotely disconnect the Equipment. Upon termination, Program will make arrangements with you for the retrieval of the Equipment. You understand that Program may stop or suspend MR Services if: (a) there is an interruption or unavailability of the telephone service between the Equipment and Program response centre; or (b) Program is unable to provide MR Services because of any action or ruling by any governmental authority. Program may terminate this Agreement at any time upon **7** days' notice if

Subscriber is in breach of this Agreement. Program may terminate this Agreement at any time upon 30 days' prior written notice to Subscriber, except as otherwise required or permitted by applicable law.

**3. Description of the MR Services.** Program will perform the MR Services in accordance with the terms of the Agreement. MR Services shall be provided in the following manner: (1) Program shall provide you with a Lifeline branded Medication Dispenser System and shall install or have installed the Equipment in your home; (2) Program or its Representative will provide your Caregiver(s) with a one-time specialized onsite Equipment training, which training will be provided at a single mutually-agreeable date and time. Following completion of such training, and throughout the rest of the Term of this Agreement, you must ensure that any other person using or accessing the Equipment is appropriately trained to access and use the Equipment; (3) Program or Program Representative will use commercially reasonable efforts to monitor the Equipment and will use commercially reasonable efforts to respond to all alarms it receives from the Equipment at all times during the Term of this Agreement, on a **24** hours per day, **7** days per week basis. If Program or Program Representative receives an alarm from the Equipment, Program or Program Representative will use its reasonable commercial efforts to attempt to contact a Caregiver in the order in which they are listed on the Subscriber's CarePlan. If Program or Program Representative reaches a Caregiver, Program or Program Representative will advise him or her of the alarm. For clarity, if Program or Program Representative reaches one Caregiver, no further attempts will be made to contact additional Caregivers; (4) If Program or Program Representative cannot reach a Caregiver, then Program or Program Representative will attempt to leave a message with the Caregiver to advise the Caregiver about the Equipment alarm; (5) Neither Program nor Program Representative offer any medical, clinical or diagnostic information, advice or opinions as part of Program's MR Services and Program or Program Representative will not provide any other advice, opinion or other information to the Subscriber or any Caregiver, including without limitation, in connection with or in respect to any medication.

**4. Geographic and Language Limitations.** The MR Services are only available for Subscribers who reside in eligible Canadian provinces and territories, excluding Quebec, and are only available in English.

**5. Transmission Lines.** The Equipment includes a communications device that sends signals to the response centre over a hardwired, landline telephone service. You acknowledge that the Equipment sends signals using electrical and telephone company lines which are wholly beyond the control of Program and Program Representative, and IN THE EVENT ELECTRICAL SERVICE IS DISCONNECTED OR OUT OF ORDER, EQUIPMENT WILL NOT OPERATE AND MR SERVICES MAY NOT BE AVAILABLE. You are responsible to pay for all telephone charges. WHEN THE EQUIPMENT COMMUNICATES WITH THE RESPONSE CENTRE YOU WILL NOT BE ABLE TO USE THE TELEPHONES IN YOUR HOME TO MAKE OUTGOING OR TO RECEIVE INCOMING CALLS (SUCH AS CALLS TO THE 911 EMERGENCY OPERATOR); AND THEREFORE YOU MAY CHOOSE TO HAVE THE EQUIPMENT PLACED ON A SEPARATE LINE AT YOUR EXPENSE. IF YOUR TELEPHONE SERVICE IS OUT OF ORDER, PLACED ON VACATION STATUS OR OTHERWISE NOT WORKING, A SIGNAL CANNOT BE TRANSMITTED TO OR FROM THE EQUIPMENT. A TELEPHONE INTEGRATED VOICEMAIL BOX MUST BE EMPTY FOR THE EQUIPMENT TO WORK PROPERLY. PROGRAM IS NOT REQUIRED TO PROVIDE THE MR SERVICES (a) DURING INTERRUPTION OF TELEPHONE SERVICE DUE TO ANY FORCE MAJEURE REASON INCLUDING THOSE OF A TECHNICAL NATURE; (b) IF YOU DO NOT HAVE A TELEPHONE LINE IN YOUR HOME; OR (c) IF YOU DO NOT TO CONNECT THE EQUIPMENT TO THE TELEPHONE LINE. You further acknowledge that using telephone service provided via internet, broadband, VoIP or other non-traditional telephone service presents additional risks for non-transmission of signals from Equipment, Equipment may not operate as intended, and the MR Services may not be available.

**6. Responsibilities as a MR Services Subscriber:** You represent and warrant that:

- a. You will pay the applicable fees charged to you, including without limitation, any Regular Monthly Fee for MR Services, the Installation Fee, the Initial Payment and/or any lost or damaged Equipment fees;
- b. You must appoint one or more persons as Caregivers in your CarePlan;
- c. You will provide and maintain suitable electrical and telephone service for installation and operation of Equipment;
- d. You will empty your voicemail box to ensure proper operation of the Equipment;
- e. You will ensure that any person who may use the Equipment has been appropriately instructed and trained on its proper use;
- f. You will not use the Equipment in connection with the dispensing of any lifesaving medication including, without limitation, nitroglycerine and medications that may be required in an emergency situation;
- g. You shall not move the location of, alter or attempt repairs to the Equipment without Program's prior written authorization;
- h. You shall notify Program immediately if you become aware of a problem with the Equipment;
- i. You will monitor the Equipment battery status in accordance with the Equipment user manual; and
- j. You shall cooperate with Program so that Program, or its **Representatives**, can effect the replacement of any Equipment.

**7. Indemnification.** Subscriber shall indemnify, defend and hold harmless Program, Program Representative, their affiliates and their respective Representatives against all third party actions, claims, liabilities, costs, damages or expenses, including reasonable legal fees and other ancillary costs and expenses (including without limitation claims by any Caregiver or Emergency Responder), arising from or in connection with this Agreement or the MR Services or attributable in whole or in part to any errors made in the loading of medications into the Equipment.

**8. Subscriber Acknowledgements & Additional Limitations of Service.** YOU ACKNOWLEDGE AND AGREE THAT PROGRAM, PROGRAM REPRESENTATIVE, THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE REPRESENTATIVES BEAR NO RESPONSIBILITY FOR THE LOADING OF MEDICATIONS INTO THE EQUIPMENT. SUBSCRIBER OR CAREGIVER AS APPLICABLE IS SOLELY RESPONSIBLE FOR THE PROPER LOADING OF MEDICATIONS INTO THE EQUIPMENT IN ACCORDANCE WITH THE TERMS HEREIN INCLUDING, WITHOUT LIMITATION, THE TYPE, QUANTITY OR FREQUENCY OF MEDICATION OR DOSAGE. YOU ACKNOWLEDGE THAT PROGRAM, PROGRAM REPRESENTATIVE, THEIR AFFILIATES AND EACH OF THEIR RESPECTIVE REPRESENTATIVES DO NOT REPRESENT OR WARRANT THAT THE EQUIPMENT OR THE MR SERVICES WILL PREVENT DEATH, BODILY OR PERSONAL INJURY, OR ANY OTHER INJURY OR DAMAGE TO YOU OR OTHERS WHO USE THE EQUIPMENT. PROGRAM MAKES NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF PROGRAM'S OR ITS REPRESENTATIVES' RESPONSE, AND HAS NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY CAREGIVER WHO MAY BE NOTIFIED AS A RESULT OF THE EQUIPMENT BEING USED. YOU FURTHER UNDERSTAND AND AGREE THAT (i) THE EQUIPMENT MAY FAIL TO FUNCTION PROPERLY AND MAY STOP OPERATING IF THE EQUIPMENT IS NOT USED IN STRICT COMPLIANCE WITH THE EQUIPMENT USER MANUAL; (ii) IN THE EVENT THAT FOUR MEDICATION DOSES HAVE BEEN MISSED AND YOU HAVE NOT CLEARED THE DOSE STATUS IN ACCORDANCE WITH THE EQUIPMENT USER MANUAL THE EQUIPMENT DISPENSER WILL STOP OPERATING; (iii) THE EQUIPMENT IS BATTERY OPERATED, AND YOU ARE RESPONSIBLE FOR TESTING THE EQUIPMENT; AND (iv) THAT YOU MAY OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR THE PROTECTION OF YOURSELF AND OTHERS WHO MAY USE THE EQUIPMENT; (v) THERE ARE ALTERNATIVES AVAILABLE TO

YOU FOR THE MR SERVICES DESCRIBED HEREIN; (vi) YOU HAVE SELECTED THESE MR SERVICES WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THE LIMITATION OF PROGRAM AND PROGRAM REPRESENTATIVE'S LIABILITY. YOU AGREE THAT IF PROGRAM OR PROGRAM REPRESENTATIVE WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU PURSUANT TO THE TERMS OF THIS AGREEMENT, PROGRAM COULD NOT AND WOULD NOT PROVIDE THE MR SERVICES TO YOU.

## APPENDIX F

### WIRELESS COMMUNICATOR ADDENDUM (THE "WIRELESS COMMUNICATOR ADDENDUM")

The following Wireless Communicator Addendum contains the "Terms and Conditions" that apply with respect to any Services provided by Program to you in connection with a WC ("Wireless Communicator Services"). The Terms & Conditions in this Wireless Communicator Addendum in addition to the General Terms and Conditions contained in Appendix A, above and: (1) the HomeSafe with AutoAlert – Terms and Conditions; and/or (2) the GoSafe Addendum; or (3) HomeSafe Basic Monitoring Services – Terms and Conditions (each as applicable), with respect to any monitoring services provided by Program to you in connection with the Wireless Communicator Services. By signing the Agreement, you expressly agree to all of these Terms and Conditions and agree to enter into a legally binding agreement with Program for the provision of Wireless Communicator Services in accordance with the terms of the Agreement.

**1. Description of the Wireless Communicator Services.** Program will perform the Monitoring Services With Wireless Communicator Services in accordance with the terms of the Agreement including the terms and conditions contained in the Appendices or Appendix applicable to the monitoring services purchased by Subscriber.

#### **2. Subscriber Responsibilities.**

Subscriber agrees and/or acknowledges:

1. The Lifeline branded WC contains an internal battery, but will not work or be able to access the Wireless System (as hereinafter defined) if the battery is discharged. Program and **Representatives** shall not be responsible or obligated to notify the Subscriber or Responders or any other party if the Subscriber's WC is low or becomes discharged.
2. To use the WC Wireless Communicator Services and Wireless System only in accordance with the terms of this Agreement, Program's instructions, and not to use same in a prohibited manner.
3. Not to allow any other party to use the WC Wireless Communicator Services or Wireless System. The Subscriber shall remain solely responsible and liable for any other party using the WC provided by Program to Subscriber, the Wireless Communicator Services or Wireless System, even if Subscriber claims such party's use was unauthorized. Subscriber also agrees to be responsible and liable for any other party using the Wireless System meant for use with the Equipment.
4. To notify Program in advance of returning the WC for service.
5. To immediately notify Program of any issue or problem with the WC and to immediately cease using the WC if so instructed by Program.
6. To ensure that the WC is plugged in, that there is a suitable area on his/her premises set up with all necessary technical, electrical, telephone, and internet connections and all other technical requirements required by Program and as set out in the applicable Equipment user manual.

7. To ensure that the WC is set up in a location with appropriate signal strength (showing at least two green bars on the WC's signal strength indicator) as further set out in the Equipment user manual.

**3. Relationship with Wireless Carrier.** Subscriber acknowledges and understands that Subscriber has not contracted with the wireless carrier ("**Carrier**") engaged to provide wireless communications transmission and connectivity (the "**Wireless System**") related to operation of the WC and the Wireless Communicator Services. Subscriber understands and agrees that Subscriber has no contractual relationship with the Carrier, and Subscriber is not a third party beneficiary of any contract with the Carrier in connection with this Agreement. Subscriber understands and agrees that the Carrier has no liability of any kind to Subscriber, whether for breach of contract or warranty, in connection with the use, failure to use, or inability to use the Wireless System. Subscriber has no property right in any number assigned to Subscriber or Equipment provided to Subscriber, and understands that any such number can be changed at any time by Program (or Program Representative) and/or the Carrier. Subscriber understands and agrees that neither Program, Program Representative nor the Carrier can guarantee the delivery, privacy or security of wireless transmissions to and from the Equipment, and Program, Program Representative and/or the Carrier will not be liable for any lack of privacy or security relating to the use of the Equipment. Subscriber may not resell the Wireless Communicator Services, Wireless System (or any component thereof) to any other party.

**4. Service Limitations Acknowledgement.** Program relies on global positioning satellite (GPS) signals and third party wireless communication networks in order to receive signals and alerts from the WC and to perform the Wireless Communicator Services. Subscriber expressly agrees and acknowledges that the following service limitations apply to the Wireless Communicator Services, the Equipment and the Wireless System (collectively, the "**Service Limitations**"): 1. the availability of Wireless System and use of the Wireless System, the Equipment, and Wireless Communicator Services is subject to many limitations, including those of a technical nature; 2. the Wireless System is not without interruption or ubiquitous, and is subject to risks, including but not limited to, lack of coverage, disruption, breakdown, data loss, harm to data integrity, delayed transmission, latency and other performance limitations, especially as the Wireless System relies on third party networks which Program and the Carrier are unable to control and for which they are not responsible; 3. Program and the Carrier offer no guarantees of specific performance levels for the Wireless Communicator Services, the Equipment and Wireless System, nor that calls to emergency service agencies or the monitoring response centre will be completed; 4. The Wireless System will not work if (a) the Subscriber's Wireless Communicator Services subscription with Program is not active or the Agreement has expired, been cancelled or terminated for any reason; (b) the Equipment does not have sufficient electrical power, including without limitation, battery or outlet; (c) the Subscriber is located outside Canada or is outside the operating range of the Carrier's wireless communication 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/or other factors and conditions of a technical, force majeure, or other nature. 5. Various portable and mobile RF communications devices can affect the Equipment; Equipment must be used in accordance with the applicable Equipment User manual(s) and within the specified range of such devices.

**5. Program Rights.** Program and its Representatives have the right in their discretion to disable the Equipment or otherwise block access to the Wireless System and (subject to applicable laws) immediately cease performing the Wireless Communicator Services, without notice to Subscriber, if Subscriber or another party is suspected of abuse or fraudulent activity relating to the



Wireless Communicator Services, the Wireless System or the Equipment (“**Fraudulent Activity**”). Fraudulent Activity may include, but is not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of or information about another Program 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 System; (iv) using or assisting another party to use any scheme, false representation, or false credit device, or other fraudulent means or devices in connection with this Agreement; (v) using the Wireless System in such a manner so as to interfere with the use of the Wireless System by one or more other subscribers or to interfere with Program’s ability to provide any other services; (vi) using the Wireless System to convey obscene, salacious, or unlawful information; (vii) using the Wireless System on stolen or lost Equipment; (viii) any authorized use or access of or to the Wireless Communicator Services, the Wireless System or the Equipment, including without limitation the practices generally referred to as ‘counterfeiting,’ ‘cloning fraud,’ or ‘tumbling fraud’; (ix) using the Wireless System in any manner not in accordance with the terms and purposes set out herein, including without limitation, to provide voice over IP services; and (x) making, or attempting to make, any unauthorized modifications to the Equipment.

**6. Liability & Indemnification.** Program, Program Representative, their affiliates and any of their respective Representatives shall not be liable or responsible to Subscriber, any Responder or any other party for or relating to or arising from any Service Limitations, interconnections of services or Equipment with networks provided by Subscriber or any other party, delays or interruptions in the Wireless Communicator Services or Wireless System, any interruption or error in routing or completing calls or other transmissions (including calls to Emergency Responders), the delay, failure, loss, alteration, interruption or corruption of any voice, call quality, message, or data transmitted while using the Wireless System, the Equipment or the Wireless Communicator Services nor for the accuracy or precision of location or other information Program or Program Representative provides to Responders or Emergency Responders or other parties. Use of the Wireless System is at Subscriber’s sole risk. Subscriber shall indemnify, defend and hold harmless Program, Program Representative, their affiliates and their respective Representatives against from and against any action, claim, loss, liability, damage, expense (including legal fees and other ancillary costs and expenses) or claims of third parties resulting from or relating to any use or misuse of the Wireless Communicator Services, Equipment, and/or Wireless System by Subscriber or any third party using the Subscriber’s Wireless Communicator Services, Equipment, and/or the Wireless System and from the Subscriber’s breach of any of the terms of this Agreement or arising from or in connection with this Agreement or the Wireless Communicator Services. Neither Program nor the Carrier would have agreed to provide the Equipment, Wireless Communicator Services or Wireless System to Subscriber if Subscriber did not agree to this limitation.

**7. Suspension or Termination due to Fraudulent Activity.** UNDER CERTAIN CIRCUMSTANCES, INCLUDING IN THE CASE OF SUSPECTED FRAUDULENT ACTIVITY, SOME OR ALL OF THE WIRELESS SYSTEM MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO SUBSCRIBER AND WITHOUT ANY LIABILITY TO PROGRAM, LIFELINE OR THE WIRELESS NETWORK COMMUNICATION NETWORK CARRIER. THE FOREGOING IS SUBJECT TO APPLICABLE LAWS.

**8. Miscellaneous.** Except as otherwise provided for in this Wireless Communicator Addendum, all terms and conditions of the Agreement remain unchanged, unmodified, and in full force and effect (including the terms and conditions of any applicable services specific Appendix or Appendices). Any capitalized term not defined in this Wireless Communicator Addendum shall have the same meaning attributed thereto in the Agreement or the applicable

services specific Appendix/Appendices. In the event of any conflict or inconsistency between this Wireless Communicator Addendum and any other terms contained in the Agreement, the terms and conditions herein shall govern to the extent of the conflict or inconsistency.