

Just In Case Medical Alert Terms & Conditions

Welcome to the Just In Case Medical Alert family! By subscribing to the Just In Case Medical Alert Service, you accept, without limitation or qualification, these terms and conditions of use. We may change these terms and conditions from time to time with or without notice, and you agree to be bound by any such changes.

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP A COPY OF IT IN A SAFE PLACE. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS IN THE PARAGRAPH TITLED “HOW WE WILL RESOLVE DISPUTES: ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND FORUM SELECTION CLAUSE,” AN ARBITRATION AGREEMENT THAT WAIVES YOUR RIGHT TO A JURY TRIAL, AND A CLASS ACTION WAIVER, A CHOICE OF LAW PROVISION, AND A FORUM SELECTION CLAUSE.

How Your Just In Case Medical Alert Service Works

Just In Case Medical Alert system is only available in the United States. Just In Case Medical Alert IS NOT A SUBSTITUTE FOR 9-1-1, and in fact, if Just In Case Medical Alert conferences in 9-1-1 emergency services on your behalf, there could be a delay in reaching 9-1-1 emergency services. The service will only work if your account is current on payment and if your device is charged, turned on, has network access, and the Just In Case Medical Alert Service is enabled. Just In Case Medical Alert service may not be available in remote or enclosed areas. You agree that once you enroll in Just In Case Medical Alert service, we will be able to track your approximate location whenever your device is turned on and that we can provide this information to third party service providers in case of an emergency or service incident. However, we cannot guarantee that we can track your exact location and in some cases, we may only be able to provide the information provided in your personal profile. We will only use your location information for providing Just In Case Medical Alert service.

Your Use of Just In Case Medical Alert

You promise not to use the Just In Case Medical Alert Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from your actions. You are solely responsible for maintaining the content and accuracy of your personal profile with Just In Case Medical Alert.

Your Responsibility To Pay For Just In Case Medical Alert Service

You are responsible to pay for your Just In Case Medical Alert service on time and (unless the law provides otherwise) in full. If you purchase a year of service in advance and stop your service in the middle of the annual period, we will refund you the remaining months of the Just In Case Medical Alert Service. You are also responsible for directly paying all charges for services provided to you by others (such as emergency service providers).

Your Responsibility To Tell Us Right Away About Disputed Charges

If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), or you are waiving the dispute.

Your Responsibility To Pay For Taxes And Government Fees

You promise to pay all federal, state and local taxes, and other fees and service charges that we are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

Your Responsibility For Others Who Use Your Just In Case Medical Alert Service

You are solely responsible for any use of the Just In Case Medical Alert Service associated with your device, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for the services requested by you, or by anyone using the service through Just In Case Medical Alert on your behalf. You agree that our agent may share your information with any authorized person calling the service on your behalf.

Ending Your Just In Case Medical Alert Service

You can cancel your Just In Case Medical Alert service at any time. All you have to do is call us and tell us you want to cancel service. We will cancel the service immediately and you will not be charged for any future months.

Reactivating Or Changing Your Just In Case Medical Alert Service

We will only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, or reactivate your Just In Case Medical Alert service. If we do any of these things, you agree to pay any charges associated with these requests. We will attempt to retrieve your previously stored personal profile if you reactivate your Just In Case Medical Alert service, but we cannot guarantee our ability to retrieve it.

Usage Limits

We may place usage limits for any Just In Case Medical Alert service. If we place usage limits for a Just In Case Medical Alert service, and you then use such service more than allowed by the limit amount, we will charge you at our then current rates for your usage

in excess of the limit amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

Your Interactions With Just In Case Medical Alert Agents

We may record and monitor conversations between you and our agents, emergency service providers, the police, or other third parties. Please note that our agents may also remain on the line if they conference in a third party to assist in completing a service request. Please understand that Just In Case Medical Alert is not required to release any audio or physical records that are created as part of the Just In Case Medical Alert Service without a subpoena (unless otherwise required by law). We will do our best to accommodate you if English is not your first language and you require translation services, but we cannot guarantee the availability or competence of a third party translator.

Connection To Other Service Providers

Our agents may link, conference or transfer you to other service providers such as the police, fire department, ambulance service, 9-1-1 emergency services or towing service. We'll use reasonable efforts to contact appropriate service providers for help when you ask for it, but we can't promise that any service providers will respond in a timely manner or at all. Furthermore, we can't promise we will provide the best service provider or guarantee any level of service from such service provider. The laws in some places require an emergency situation to be confirmed before emergency service providers will provide service. We will not contact emergency service providers in these locations in response to your call if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We will attempt to have an agent contact you after you have completed a 9-1-1 call to make sure that you do not need additional assistance but cannot guarantee this service in all cases or for all devices.

About The Software

Just In Case Medical Alert service requires software on your device that we may need or want to change from time to time. We may do this remotely, or through a third party service provider without notifying you first. You do not own the On The Go software or acquire any rights to use or modify the On The Go software on your own.

Our Right To Terminate Or Suspend Your Just In Case Medical Alert Service

We may terminate your Just In Case Medical Alert service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the Just In Case Medical Alert Service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we will refund any amounts you have paid in advance. Also, we may terminate your

service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us, interfere with our efforts to provide service, interfere with our business, or if your Just In Case Medical Alert service or wireless phone number is used for illegal or improper purposes. You don't have any right to have Just In Case Medical Alert service reactivated, even if you cure any of these problems. Whether we allow you to have service again will be entirely up to us. We can suspend your Just In Case Medical Alert service for any reason. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

Your Privacy

Some of our key privacy practices are outlined in this section. For a complete description of our privacy practices, please refer to our Privacy Statement. We may update our Privacy Statement from time to time and the updates are available at www.JustInCaseMedAlert.com, or you can contact us to request a copy.

We may collect information about you in several different ways: from information you provide to us, from your use of the Just In Case Medical Alert Service, from calls or emails between us, from location based services, and from third party data providers. We will collect information about your location on a periodic or regular basis. The information we may get about you includes your contact and billing information (including your credit card number), registration information, your physical locations, and information that helps us customize our services (including your medical condition and medications). You agree that we can, subject to applicable law, use this information to provide Just In Case Medical Alert location based services, manage your account, conduct analysis and research, comply with legal requirements, prevent fraud or misuse of the Just In Case Medical Alert Service, and protect our rights or property or the safety of you or others.

Warranty

We make no representation or warranty, either expressly or tacitly, for the completeness or correctness of the service. The use of the service is at your own risk. We assume no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality, or data transmitted on a device while using Just In Case Medical Alert. While we strive to ensure that the service is provided without interruption and is accurate and reliable, we make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to the service and we assume no liability or responsibility of any kind for omissions or errors in the service.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS. Specifically, we and our affiliates make no representations or warranties about the accuracy, reliability, completeness including errors or omissions, currentness or timeliness of content, software, text, graphics, links, or communications provided on or through the use of the service.

Limited Warranty for the On The Go

We warrant to you, if you are the original purchaser of a On The Go device (the "On The Go"), that the On The Go is free from defects in material and workmanship under normal use and service for one year from the date of purchase. This Limited Warranty is conditioned upon you properly using the On The Go. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of the On The Go, or cosmetic damage; (b) equipment that has the serial number removed or made illegible; (c) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (d) malfunctions resulting from the use of the On The Go in conjunction with accessories, products, or ancillary/peripheral equipment we have not furnished or approved; (e) defects or damage from improper testing, operation, maintenance, installation, or adjustment; or (f) installation, maintenance, and service of the On The Go.

During the applicable warranty period, we, will repair or replace, at our sole option, without charge to you, any defective component part of the On The Go. To obtain service under this Limited Warranty, you must return the On The Go to us in an adequate container for shipping, accompanied by your account number, sales receipt or comparable substitute proof of sale showing the date of purchase and the serial number of the On The Go. To obtain assistance on where to deliver the On The Go, call us at 866-859-4379. Upon receipt, we will promptly repair or replace the defective On The Go. We, may at our sole option, use rebuilt, reconditioned or new parts or components when repairing any On The Go or replace the On The Go with a rebuilt, reconditioned or new On The Go. Repaired or replaced On The Go devices will be warranted for a period equal to the remainder of the original Limited Warranty or for 90 days, whichever is longer.

Limitations of Liability

You and Just In Case Medical Alert are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows: (1) we are not liable for the actions or inactions of any service provider we contact for you, or for our inability to contact any service provider in any particular situation, (2) we are not liable to you for any injuries to persons or property arising out of or relating to your use of the Just In Case Medical Alert Service, (3) our maximum liability to you under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury,

or products liability) is limited to an amount equal to the portion of the charges to you for the services relating to the period of service during which such damages occur, (4) unless otherwise provided in this agreement, your maximum liability to us under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to any charges due and owing by you to us, (5) neither you nor we can recover punitive damages, treble, consequential, indirect, or special damages, or attorney's fees. You and we agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited in this agreement, (6) no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third party, by buildings, hills, tunnels, network congestion, weather, or any other things we do not control, (7) notwithstanding anything else in this agreement, you agree to excuse any non-performance by us or any service provider caused in whole or in part by an act or omission of a third party, or by any equipment failure, act of god, natural disaster, strike, equipment or facility shortage, or other causes beyond the control of us or our service providers, (8) you agree that neither we nor any service provider who sends you data or information through Just In Case Medical Alert is liable for any errors, defects, problems, or mistakes in that data or information, and (9) you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using the Just In Case Medical Alert Service on your behalf, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your Just In Case Medical Alert service. Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

How We Will Resolve Disputes:

Arbitration Agreement, Class Action Waiver and Forum Selection Clause

If you and we have a disagreement related to Just In Case Medical Alert service or the validity of these terms of conditions of use, we'll try to resolve it by talking with each other. If we can't resolve it that way, we both agree to use confidential binding arbitration, not lawsuits (except for small claims court cases) to resolve the dispute. We agree that any controversy or claim between us will be settled by one neutral arbitrator before the American Arbitration Association ("AAA"). There's no judge or jury in arbitration, arbitration procedures are simpler and more limited than rules applicable in court, and review is limited. But you are entitled to a fair hearing and the arbitrator's decisions are as enforceable as any court order. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. As modified by these terms of conditions of use, the arbitration will be governed by the AAA's arbitration rules (collectively "Rules and Procedures"). We further agree that: (a) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be

mutually agreed upon by you and us; (b) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (c) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (e) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (f) the arbitrator shall honor claims of privilege and privacy recognized at law; and (g) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or us shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/customer.

With the exception of subparts (b) and (c) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained in these terms of conditions of use. If, however, either subpart (b) or (c) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you or we shall be entitled to arbitration.

In the event this agreement to arbitrate is held unenforceable, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and us shall be exclusively brought in the state or federal courts located in Washington County, Oregon. Further, in the event either you or we bring an action in a court seeking provisional interim equitable relief pending resolution of an arbitration, such provisional interim relief must be exclusively sought in the state or federal courts located in Washington County, Oregon.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879, write the AAA at 1633 Broadway, 10th Floor, New York, New York 10019, or visit the AAA website at <http://www.adr.org>.

Governing Law

To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of

the state of Oregon, in accordance with the Federal Arbitration Act, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

Our Relationship With You

This agreement does not create any fiduciary relationships between you and us. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

We Can Assign This Agreement

We can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You cannot assign this agreement or your obligations to anyone else without our prior written consent.

This Is The Entire Agreement

This agreement is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by Just In Case Medical Alert. If any part of this agreement is considered invalid, the rest of it will remain enforceable. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be a waiver or require us to do so again.