

CONTRACT TERMS & CONDITIONS

Liberty™

by  HONOR ALERT®

CONTRACT TERMS AND CONDITIONS

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

Below are the Contract Terms and Conditions for your medical alert device and monitoring services. If you do not agree with these Contract Terms and Conditions, you must not use the medical alert device with the service and you can simply call the customer service number at 888-581-4440 to discontinue your monitoring services/arrange the return of your device. By retaining and/or using your medical alert device, you accept and agree to the below Contract Terms and Conditions, and you agree that those terms and conditions become binding.

This is an agreement (the "Agreement" or the "Contract Terms and Conditions") between the User ("User," "you" or "your") and Freeus, LLC, a Utah limited liability company doing business as Honor Alert ("Company" or "Honor Alert"); Honor Alert is sometimes referred to as "we," "us" or "our"). You acknowledge that the Veterans Administration (the "VA") has placed an order, on your behalf, for the Equipment (as defined in the next paragraph below) and the Monitoring Services (as defined in Section 3 below). The "Effective Date" is the first date on which you receive your Equipment from us.

The "Medical Alert Program" means the program through which you, or the VA, on your behalf, have (i) selected the Equipment; and (ii) subscribed to Monitoring Services. The "Equipment" refers to the personal emergency response system, personal transmitter(s), and any other accessories or devices we provide you.

1. Agreement to be Legally Bound. In consideration of the VA paying us, on your behalf, for the Medical Alert Program, and for other good and valuable consideration, the receipt and sufficiency of which you acknowledge, you, intending to be legally bound hereby, acknowledge and agree to be bound by the terms of this Agreement, including the provisions of Sections 9-12 that limit our liability and otherwise protect us.

2. How long this Agreement Lasts. The initial term of your Monitoring Services under this Agreement is twenty four (24) months beginning on the Effective Date and continuing thereafter

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for successive month-to-month periods. You may terminate your Monitoring Services and this Agreement by providing us thirty (30) days' written notice of termination. Following the initial twenty four (24) month term, we may terminate your Monitoring Services and this Agreement at any time upon written notice to you if you do not show Intended Use (as defined in the last sentence of this Section 2) of the Monitoring Services during any three (3) calendar month period following the initial twenty four (24) month term. In addition, we may terminate your Monitoring Services and this Agreement for cause, including if you fail to cure any breach of your obligations hereunder, following ten (10) days notice from us. Sections 2 and 6-29 of this Agreement will survive termination of this Agreement. You will need to contact us to reactivate Monitoring Service after this Agreement is terminated by us due to lack of Intended Use. Honor Alert will continue to provide the Liberty service at no charge as long as the user shows Intended Use. "Intended Use" means that the device has been placed on the charging cradle by you or you pressed the button on the device.

3. Monitoring Services. "Monitoring Services" means monitoring center personnel (the "Operators") at a monitoring center authorized by us or any other entity or individuals acting on our behalf (the "Monitoring Center") to use commercially reasonable efforts to alert the persons, entities or agencies you have identified to us in writing (the "Responders") after the Operator receives data or other communication from the Equipment reporting conditions that require assistance (a "Care Call"). After the Monitoring Center receives a Care Call, but before alerting any Responders, an Operator may, in their sole discretion, (a) attempt to verify the need to alert Responders; and (b) based on information received by the Operator, decide not to alert Responders of a Care Call or advise Responders to disregard a Care Call. We will not be obligated to provide a Care Call if you are in breach of any of your obligations hereunder. Our efforts to notify such Responders shall be satisfied by communicating one time via telephone, e-mail, SMS or other means and methods utilized by us through the phone numbers, e-mail, SMS or other electronic addresses supplied by you, or otherwise known to or available to us. We shall be deemed to have made reasonable efforts to communicate signals by leaving a message with a phone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. We reserve the right to amend our Monitoring Services without prior notice. You acknowledge that our obligation to provide Monitoring

Services shall become effective only after (i) the proper connection of the Equipment with the Network (as defined below in Section 6), (ii) all information requested by us, including information for Responders, being provided by you, and (iii) our Monitoring Center receiving an acceptable test signal from the location for which services are to be rendered. If any Responder information or other information you provide us changes, you agree to promptly notify us of such changes.

YOU ACKNOWLEDGE AND AGREE THAT THE MONITORING SERVICES ARE NOT INTENDED TO BE AND WILL NOT NECESSARILY BE 100% RELIABLE AND 100% AVAILABLE.

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

YOU FURTHER AGREE THAT OUR SOLE RESPONSIBILITY UPON RECEIPT OF A CARE CALL IS TO PERFORM THE MONITORING SERVICES PURSUANT THE PROVISIONS OF THIS SECTION. YOU UNDERSTAND AND AGREE THAT WE ARE NOT OBLIGATED TO NOTIFY OR DISPATCH EMERGENCY SERVICES AND THAT WE SHALL HAVE NO LIABILITY FOR FAILING TO DO SO. IF WE ELECT TO NOTIFY OR DISPATCH EMERGENCY SERVICES, OUR LIABILITY FOR DOING SO SHALL BE LIMITED AS SET FORTH HEREIN, INCLUDING IN THIS SECTION AND SECTIONS 9-12. WE TAKE NO RESPONSIBILITY FOR THE RESPONDERS' RESPONSE TO SUCH A CARE CALL.

4. Location-Based Services. Your Equipment uses technology to permit third-parties, including the Monitoring Center, to determine where you are physically located at any given time (the "Location Based Services"). Location Based Services may work even if you are not in communication with the Monitoring Center. The accuracy of the Location Based Services is limited, and the Company, the Operators, the Monitoring Center, the Responders, or others may not be able to identify your location or the location of the

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Equipment precisely or at all. You authorize the Company to collect location-based information. We will only share your location-based information with the Operators, the Monitoring Center, the Responders, any person or entity that acquires the Company and/or the Company's interest in and to the Monitoring Services, or any other person or entity you specifically designate and only for the purpose of providing and improving the Monitoring Services.

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

You authorize Honor Alert to collect your IoT emergency response pendant device location from third parties including wireless carriers and to use it to provide assistance services to you. Honor Alert will share your location with individuals you authorize as well as first responders and call centers in order to provide you with assistance.

Your consent will be valid for the duration of your relationship with us unless you revoke it. You may revoke your consent by calling 888-581-4440. If you do not consent or you revoke consent, we may be unable to provide you with assistance.

Please see our privacy policy at <https://www.honoralert.com/privacy-policy/> for information about how we store and protect your data.

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

information from time to time.

6. The Equipment May Not Always Work. The Equipment uses a cellular and/or digital network (the "Network") to transmit and receive data and other communications. If the Equipment is not connected to the Network or the Network is not available for any reason, we will not receive data or other communications and will not be able to provide the Monitoring Services. There are any number of reasons the Network may not be available, including where the Equipment is out of range or because of certain conditions such as topography, buildings, or the weather. We are not responsible if the Equipment cannot connect to the Network. THE SYSTEM MAY INCLUDE FALL DETECTION SERVICES. HONOR ALERT DOES NOT GUARANTEE THE ACCURACY, RELIABILITY, OR USEFULNESS OF THE FALL DETECTION SERVICES.

7. Data, Privacy, and Security. This Agreement is subject to the terms and conditions set forth in our Privacy Policy available at <https://www.honoralert.com/privacy-policy/> all of which are incorporated herein by this reference (the "Privacy Policy"). We may update, revise and/or modify our Privacy Policy from time to time. Subject to applicable laws, we will exclusively own any location-based information or other information or data relating to the Equipment and/or your use of the Equipment, including any data received from the Equipment and any related audio recordings or communications (collectively, "Data"). Subject to Section 4, we may share, provide or copy any of the Data as permitted under our Privacy Policy. We use commercially reasonable efforts to implement reasonable organizational, technical, physical, and administrative steps designed to protect Data against loss, misuse, and unauthorized access or disclosure. Despite those efforts, however, no method of transmission of information over the internet or storage of information is guaranteed to be completely secure. While we strive to protect the Data and your information, we cannot and do not guarantee the security of the Data or your information and shall not be liable for any breach of security in regards to the Data or your information.

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

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9. OUR LIABILITY IS LIMITED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING ANYTHING ELSE HEREIN: (A) THE ENTIRE LIABILITY OF THE COMPANY AND THE MONITORING CENTER AND ANY OF THEIR RESPECTIVE OFFICERS, MANAGERS, MEMBERS, SHAREHOLDERS, AFFILIATES, PARTNERS, REPRESENTATIVES, EMPLOYEES, MANUFACTURERS, SUPPLIERS, SUB-CONTRACTORS AND AGENTS (COLLECTIVELY THE "SERVICE PARTIES"), AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY MONITORING SERVICES OR EQUIPMENT, IS LIMITED TO THE AMOUNT OF \$1,000; AND (B) THE SERVICE PARTIES EXPRESSLY DENY, AND YOU RELEASE THE SERVICE PARTIES FROM, ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE. THE FOREGOING EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE) AND CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS OUR LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), STATUTE, OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

10. YOU MUST MAINTAIN INSURANCE. WE ARE NOT AN INSURER, AND WE ARE NOT PROVIDING INSURANCE UNDER THIS AGREEMENT OR OTHERWISE. YOU AGREE TO MAINTAIN INSURANCE IN AN AMOUNT YOU DEEM SUFFICIENT TO

PROVIDE FULL AND COMPLETE COVERAGE FOR ANY LOSS, DAMAGE, OR EXPENSE THAT YOU, YOUR FAMILY, OR OTHERS MAY SUSTAIN, INCLUDING MEDICAL INSURANCE, DISABILITY INSURANCE, LIFE INSURANCE, PROPERTY INSURANCE, AND LIABILITY INSURANCE. **YOU AGREE THAT COMPANY AND THE OTHER SERVICE PARTIES ARE RELEASED FROM ALL SUCH LOSSES, DAMAGES, AND EXPENSES.**

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

12. YOU MUST INDEMNIFY COMPANY AND THE OTHER SERVICE PARTIES. THIS AGREEMENT IS INTENDED ONLY FOR YOUR BENEFIT. THEREFORE, IF ANYONE OTHER THAN YOU, INCLUDING YOUR INSURANCE COMPANY, MAKES A CLAIM AGAINST COMPANY OR THE OTHER SERVICE PARTIES ARISING FROM OR RELATED TO YOUR AGREEMENT WITH US, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR ANY OF THE OTHER SERVICE PARTIES FIRST PAY) FOR ANY LOSS, DAMAGE, OR EXPENSE ARISING FROM SUCH CLAIM, INCLUDING REASONABLE ATTORNEYS' FEES, ASSERTED AGAINST OR INCURRED BY COMPANY OR ANY OF THE OTHER SERVICE PARTIES, INCLUDING ANY LOSS, DAMAGE, OR EXPENSE IN CONNECTION WITH, OR ARISING OUT OF, OR FROM: (I) YOUR BREACH OF THIS AGREEMENT; (II) YOUR ACTS, ERRORS, OR OMISSIONS; (III) THE EQUIPMENT, THE MONITORING SERVICES OR OTHER SERVICES WE PROVIDE OR (IV) OUR ACTIVE OR PASSIVE, SOLE, JOINT, OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE. THIS PROTECTION/INDEMNITY INCLUDES CLAIMS ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, OR ANY OTHER THEORY OF LIABILITY. IN CASE OF ANY THIRD PARTY CLAIM OR LOSS COVERED BY YOUR INSURANCE CARRIER, YOU AGREE NOT TO LOOK TO THE COMPANY OR ANY OTHER SERVICE PARTY FOR REIMBURSEMENT.

13. False Alarms and Forced Entry. If the Equipment is activated for any reason, you alone will pay any fines, fees, costs, expenses or penalties assessed against you, Company, or Monitoring Center by any court or governmental agency. You must provide Responders access to your premises. If you fail to provide access,

Responders may use force to enter your premises, and that may result in damage. You alone are responsible for any such damage. Company has no control over response times for Responders. You hereby release Company and Responders from all claims, losses, and damages that may arise from any forced entry or delayed response.

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

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

16. Applicable Law; Contractual Limitation of Actions. This Agreement will be governed by and construed according to the laws of the State of Utah without reference to conflicts of law rules. The interpretation of this Agreement will not be construed against the drafter. Any legal action or proceeding arising from or relating to this Agreement, to the extent it is not subject to arbitration under Section 25, shall be instituted exclusively in any state or Federal court located in Weber County, Utah, as appropriate. Each Party agrees to submit to the jurisdiction of and agrees that venue is proper in the aforesaid courts, and waives, to the fullest extent permitted by law, any objection it has or hereafter may have to the jurisdiction or venue for such proceeding, as well as any claim it has or may have that such proceeding is in an inconvenient forum

Unless prohibited by applicable law, you agree that any claim or cause of action arising out of or related to this Agreement must be

filed within one (1) year after such claim or cause of action arose or be forever barred.

17. Assignment. You may not assign this Agreement. We may assign this Agreement or any portion thereof. If we assign this Agreement, we are released from all liabilities or obligations created herein.

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

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

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

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

22. Consent to Communicate by Phone Using Automated Technology. We or the Monitoring Center may call or text you or the persons whose name and phone number you provide us. Such calls and text messages may take different forms, including live phone calls, pre-recorded or artificial voice phone messages,

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or calls or text messages using an automatic phone dialing. By providing your phone number to the Company or the Monitoring Center, you expressly consent to receive automated calls and texts on your phone from the Company and the Monitoring Center. You may revoke your consent to receive these automated calls and texts by calling our customer service number at 888-581-4440 or by simply responding STOP to any text message from us or the Monitoring Center. Prior to providing phone numbers for other persons, you must (a) inform each such person that the Company and the Monitoring Center may communicate with them at such cellular or residential phone numbers with the automated phone technology described above; and (b) obtain each such person's prior express consent for the Company and the Monitoring Center to (i) call or text them at the residential or cellular phone number(s) you are providing the Company with the phone technology described above, specifically, using an automatic phone dialing system or an artificial or pre-recorded voice; and (ii) record such communications as set forth more fully in this Agreement.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COMPANY, THE OTHER SERVICE PARTIES (INCLUDING THE MONITORING CENTER), AND THEIR AGENTS FOR ANY CLAIM, DEMAND, ACTION, LITIGATION, OR OTHER PROCEEDING, INCLUDING STATUTORY OR COMMON LAW CAUSES OF ACTION, BROUGHT AS A RESULT OF OR RELATING TO THE COMPANY, THE MONITORING CENTER, OR THEIR AGENTS CALLING OR TEXTING ON YOUR BEHALF THE PHONE NUMBER OF ANY THIRD PARTY THAT YOU HAVE PROVIDED. You also warrant and represent that you are either the account owner of any cellular or residential phone numbers you provide to the Company, or you have the express permission of the account holder to provide such numbers. All personally identifiable information provided by you to us through the phone shall be governed by this Agreement and by our Privacy Policy.

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

24. Right to Subcontract. Company may, in its sole and absolute

discretion, subcontract for the provision of services under this Agreement. This Agreement inures to the benefit of and is applicable to any such subcontractors.

25. Arbitration Provision; Waiver of Jury Trial and Class Action

Waiver. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS. Except for actions brought by Company and arising from your failure to make payments under this Agreement, the parties agree to resolve through binding arbitration all suits, causes of action, controversies, claims or disputes (collectively referred to as "Claims") that arise by virtue of this Agreement or otherwise. Arbitration shall be conducted in accordance with the commercial arbitration rules of the American Arbitration Association. Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$1,000,000, in which case the dispute shall be heard by a panel of three arbitrators. The place of arbitration shall be Weber County, Utah. Any award under this Section shall be subject to the limitation of Company's liability set forth in Section 9 and the arbitrator(s) shall not award consequential, special, exemplary, punitive or incidental damages in any arbitration initiated under this Section. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON ANY BASIS INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC, OTHER PERSONS OR ENTITIES DOING BUSINESS WITH COMPANY, OR OTHER PERSONS OR ENTITIES SIMILARLY SITUATED. FURTHERMORE, CLAIMS BROUGHT BY OR AGAINST COMPANY MAY NOT BE JOINED OR CONSOLIDATED IN THE ARBITRATION WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER COMPANY SUBSCRIBER OR END-USER, UNLESS OTHERWISE AGREED BY THE PARTIES. The costs of any arbitration, including all related fees and costs, shall be paid by the non-prevailing party as determined by the arbitrator(s), or shall be levied in an equitable manner as determined by the arbitrator(s). The arbitrator(s) shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, formation or enforceability of this Agreement. The proceedings conducted under this Agreement shall be held in confidence by the parties. EXCEPT AS OTHERWISE PROHIBITED BY LAW, THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ALL RIGHTS THAT THEY MAY HAVE TO A JURY TRIAL OR BENCH TRIAL AS IT RELATES TO ANY CLAIMS ALLEGED BY THE OTHER PARTY. THE PARTIES ACKNOWLEDGE THAT THEY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY

CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS AGREEMENT TO ARBITRATE BY PROVIDING WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO COMPANY WITHIN 60 DAYS OF THE EFFECTIVE DATE OF AGREEMENT.

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

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

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

If to you:

- i, The Customer's address and e-mail address for notices set forth on the applicable Purchase Order from the VA

If to us:

Honor Alert
1069 Stewart Dr. Suites 3 - 6
Ogden, UT 84404
Attn: Legal Department
E-mail: support@honoralert.com

28. Entire Agreement; Amendment. This Agreement contains the entire agreement between you and us concerning the

subject matters of this Agreement and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, written or oral, pertaining to such matters, all of which are merged into this Agreement. This Agreement may not be amended or modified or canceled except in writing signed by both parties, except (a) as otherwise set forth herein or (b) our requirements regarding items of protection provided for in this Agreement imposed by any authority having jurisdiction. Should there arise any conflict between this Agreement and any purchase order or other document related to the Equipment or Monitoring Services, this Agreement will govern, whether such purchase order or document is prior to or subsequent to this Agreement.

29. Modifications. We may modify this Agreement from time-to-time by providing you reasonable written notice of such modifications. If you do not agree to such modifications, you may stop using the Equipment and Monitoring Services following written notice to us and this Agreement (without such modifications taking effect) shall terminate immediately, except for the surviving sections as provided in Section 2 above. If you continue to use the Equipment and Monitoring Services after we notify you of a modification, you will be deemed to have accepted such modifications and this Agreement shall continue, as modified, in accordance with Section 2 above.

WARRANTY

WHAT IS COVERED

If the device becomes inoperable it will be replaced at no charge.

HOW YOU OBTAIN WARRANTY SERVICE

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



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