

## ***Terms and conditions***

That for the considerations and covenants hereinafter specified, the parties hereto, their heirs, successors and assigns do mutually covenant and agrees as follows:

1. **Caryl Technologies** hereafter known as (the " Company ") agrees to furnish and preprogram to Subscriber the Buddy Check Alert Service (the "System") hereinafter defined, and to monitor same on the terms and conditions herein provided.
2. The monthly monitoring charge will begin the date of activation by Subscriber. This contract will automatically renew itself unless either party gives written notice of its intent to cancel. The Subscriber understands there is a one month minimum for service and if the Subscriber cancels afterwards, the Subscriber am entitled to a full refund for any unused prepaid monitoring.
3. **MEDICAL OR RELATED EXPENSES:** In the event the Subscriber utilizes the Company as a Alternate Backup Contact, the Subscriber does hereby authorize the Company to seek to notify or obtain assistance. The Subscriber shall be obligated for and agrees to pay any costs and expenses incurred including, but not limited to, ambulance, physician or other medial assistance in obtaining assistance, or cost whatsoever incurred as a result of the Subscriber's use of the System.
4. **OPTION TO UPDATE MEDICAL DATA INFORMATION:** At the option of the Subscriber, the Subscriber shall communicate by telephone or in writing with the Main Office for the purpose of verifying medical data information on file at the Main Office and updating said information, if necessary.
5. **AUTHORIZATION TO COMPANY:** The Subscriber agrees to supply the appropriate telephone service or any other equipment that may be deemed necessary by the Company. The Company shall not be responsible for any costs of part and/or labor associated with adapting the Subscriber's telephone systems for use with the System. If the Subscriber should change their service to Voice Over Internet Protocol (VOIP) or anything other than a traditional land line carrier, the Company must be notified and a test signal must be sent after conversion. The Company is not responsible for interruptions in service due to failure by any third party providers
6. **INTERRUPTIONS IN SERVICE:** The Company assumes no liability for interruption of services due to strikes, riots, floods, fires, acts of God, mechanical or electrical equipment failures, or any cause beyond the control of the Company, and will not be required to supply service which said interruption may continue.
7. **MISUSES AND ABUSE OF SERVICE:** In the event the Subscriber violates any part of this agreement, misuses or abuses the System or causes an excessive number

of false alarms, the Company may suspend all service and terminate this agreement upon giving thirty (30) days written notice to the Subscriber.

8. NO WARRANTY OR REPRESENTATION: THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED OR THAT THE SYSTEM WILL PREVENT PERSONAL INJURY, LOSS OF LIFE OR PROPERTY, OR DAMAGE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. THE COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SUBSCRIBER HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY. THE SUBSCRIBER ACKNOWLEDGES THAT ANY AFFIRMATION OF FACT OR PROMISE MADE BY THE COMPANY OR ITS AGENTS, SERVANTS OR EMPLOYEES SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY UNLESS INCLUDED IN THE AGREEMENT IN WRITING.

9. TESTING OF THE SYSTEM: The parties hereto agree that the telephone equipment is in the exclusive possession and control of the Subscriber and that it is the Subscriber's sole responsibility to test the operation of the telephone equipment. In the event Subscriber moves the System from the location where it is originally registered, or in case any utility such as the telephone company or power supplier make any repair or interrupts service, Subscriber agrees to immediately notify the Company and to retest the System, as hereinabove provided, without delay.

10. SELF-PROTECTION/SUBSCRIBER'S DUTIES: The Subscriber understands that the System is used to help the Subscriber protect his or her person. It does not assure such protection. Subscriber is encouraged to and agrees whenever practical to use all other safety and medical devices and techniques available to the Subscriber for such protection. Available devices and techniques are too numerous to list, but include (a) basic health precautions; and (b) adherence to physicians' directions and recommendations.

11. SYSTEM USE/SUBSCRIBER'S DUTIES: The Subscriber understands that certain laws, rules, regulations and ordinances imposed by governmental authorities, utilities, businesses, homeowners associations, and/or other entities may affect the Subscriber's rights in relation to service of the system. The Subscriber agrees to obtain and maintain in current status all licenses or permits or other authorizations necessary for the use of the System. The Subscriber shall carefully use the System and instruct all members of his household and other potential users in the proper use of the System.

12. PHYSICAL RESPONSE: The Subscriber is advised that certain areas of the country have in existence requirements that when an alarm monitoring service reports a medical alarm to a responding agency, that it must also report such alarm to an

entity available twenty-four hours each day which is contractually obligated to respond to the emergency within one hour or within another designated time.

14. SUBSCRIBER AGREES AND UNDERSTANDS: THAT COMPANY IS NOT AN INSURER AND THAT INSURANCE COVERING PERSONAL INJURY, INCLUDING DEATH, AND REAL OR PERSONAL PROPERTY LOSS OR DAMAGE IN, ABOUT OR TO THE PREMISES SHALL BE OBTAINED BY THE SUBSCRIBER; THAT COMPANY MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; THAT THE SERVICES ARE DESIGNED TO REDUCE, BUT NOT ELIMINATE, CERTAIN RISKS OF LOSS AND THAT THE AMOUNTS BEING CHARGED BY COMPANY ARE NOT SUFFICIENT TO WARRANT OR GUARANTEE THAT EITHER NO LOSS OR DAMAGE WILL OCCUR OR INCREASED LOSS OR DAMAGE WILL NOT OCCUR; THAT COMPANY IS NOT LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUS WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT EVEN IF DUE TO THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF COMPANY OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS, OR TO THE IMPROPER PERFORMANCE OF AND/OR FAILURE TO PERFORM OF THE SERVICE, OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, OR BY LOSS OR DAMAGE TO FACILITIES NECESSARY TO OPERATE THE SYSTEM OR ANY MAIN OFFICE; THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF THE COMPANY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE, REAL OR PERSONAL, WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, OR RESULTS FROM THE REMOTE PROGRAMING OR MONITORING OF ANY EQUIPMENT OR SYSTEM, AND/OR THE DISPATCH OF INDIVIDUALS TO THE PREMISES, AND/OR THE FAILURE OR FAULTY OPERATION OF THE SYSTEM OR CENTRAL FACILITIES, AND/OR THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE (INCLUDING GROSS NEGLIGENCE) OF COMPANY AN/OR ITS AGENTS, SERVANTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTORS INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, AND/OR ANY CLAIM(S) BROUGHT IN PRODUCT OR STRICT LIABILITY, AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, AND/OR BREACH OF CONTRACT, EXPRESS OR IMPLIED, AND/OR ANY CLAIM FOR DISTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$50.00, AND THIS LIABILITY SHALL BE EXCLUSIVE.

15. Subscriber agrees to indemnify, defend and hold harmless Company from and against all claims, demands, liabilities, damages, losses, expenses, including attorneys fees and lawsuits which may be asserted against or incurred by Company by or due to any persona not a party to this Agreement, including Subscriber's insurance or bonding company, for any expense, loss or damage including, but not limited to, statutory civil damages, personal injury, death and/or property damage, real or personal, arising out of the design, sale, lease, installation, repair, service, dispatch, maintenance, monitoring, recording of communications, operation or non-operation of the System or Main Office facilities, whether due to the sole, joint or several negligence (including gross negligence) of Company or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, and/or any claim for contribution or indemnification, whether in contract, tort or equity.

16. FULL AGREEMENT: This agreement constitutes the full understanding by and between the parties hereto, and may not be amended or modified, except in writing signed by both parties. This agreement shall not be binding upon the Company unless signed by an authorized officer.

17. ASSIGNMENT: It is specifically agreed that the Subscriber shall not be permitted to assign this agreement without the prior written consent of the Company, and any such assignment without such prior approval shall be deemed a breach of this agreement. The Company shall have the right to assign this agreement to any other company engages in the business similar to that of the Company and upon such assignment shall be relieved of any obligations created therein.

18. INVALID PROVISIONS: In the event that any of the terms or provisions of this agreement shall be invalid or inoperative, all of the other terms thereof shall remain in full force and effect.

19. RIGHT OF CANCELLATION: YOU, THE SUBSCRIBER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

20. GOVERNING LAW: This Agreement shall be governed by the laws of the State of Pennsylvania