

TERMS AND CONDITIONS

These Terms and Conditions apply to EMRA LLC, a Minnesota Limited Liability Company, dba Livewell ("Livewell"), the user of the service and the party who has authorized payment of the Livewell services ("You"). **Please read these Terms and Conditions prior to your order.** The parties their heirs, successors and assigns do mutually agree as follows;

SHIPPING/EQUIPMENT/WARRANTY. Livewell will provide **free shipping** of preprogrammed systems that are ready for operation. **There is no initial cost for equipment.** All Systems are unconditionally warranted for as long as You use the service. **All equipment remains the property of Livewell.**

SET-UP/MONTHLY CHARGES - FIXED. There are no set-up fees. Monthly service charges are fixed from the date of enrollment, are **pre-paid, billed monthly, quarterly or annually based on Your selection.** The service period begins on the date of delivery, automatically renewing until canceled. Promotional programs may have different terms. Please note those specific conditions if applicable.

CANCELLATION - REFUND OF PREPAID SERVICE. You may cancel anytime. Unused months of pre-paid service are refunded following the return of the equipment to Livewell. Cancellation can not be completed by phone, email or US mail. **Equipment must be returned to cancel the service.** Failure to return equipment will result in a charge of: Lively Safety Watch \$310.00, GoMobil \$270.00 and Libris AutoAlert \$360.00

30-DAY MONEY BACK TRIAL PERIOD. Providing all equipment and original packaging is returned in good condition within a 30 day time period following delivery, all amounts paid will be refunded.

FORCIBLE ENTRY/ MEDICAL OR RELATED EXPENSES: Unless You otherwise tell us in writing, if the system alert button is pushed and the emergency operator can not hear You, You authorize Livewell to notify 911 and You understand that forcible entry by first responders may occur. You release Livewell from any liability as a result of the forcible entry. **We strongly encourage You to have a lock box or provide Livewell with the location of a entry key so forcible entry can be avoided.** You agree to pay any costs associated with receiving emergency services and or medical care as a result of using the system.

SELF-PROTECTION: You understand that use of the system and services provided does not assure protection and You should take additional actions for your protection. Use caution when wearing any cord worn around your neck as it can pose a risk of strangulation, including the possibility of death and serious injuries. This may be of more concern to wearers in wheelchairs, using walkers, using beds with guard rails, or who might encounter other protruding objects upon which the cord can become tangled.

COLLECTION/USE OF PERSONAL DATA AND LOCATION TRACKING. You agree and authorize Livewell to collect personal data, including location tracking information (if applicable) for the sole purpose of providing emergency response services on Your behalf. Livewell shall not disclose, sell or use this data for any other purpose other than what is required to perform the normal activities of providing You medical alert services.

PERSONAL DISCLOSURE AUTHORIZATION: In the event of an emergency You authorize us to release Your personal information to emergency first responders or medical personnel requesting such information.

RIGHT TO SUBCONTRACT SERVICES: Livewell may subcontract for the services provided to You and the terms of this agreement applies to third parties engaged by Livewell.

DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE (if needed): You are responsible to provide electricity, charging and in some cases a phone line for the system to be operable.

PERFORMANCE/INTERRUPTIONS IN SERVICE: Livewell assumes no liability for delays in equipment installation, interruption of services due to strikes, riots, floods, fires, acts of God, mechanical, electrical or cellular service failures or lack of coverage, missed fall detection events or any cause beyond the control of the Company. **Cellular location and fall detection services although helpful in many cases should not be totally relied upon and you should always take additional actions and precautions for your protection.**

MISUSES AND ABUSE OF SYSTEM: If You breach this agreement, cause excessive number of false alarms, misuse or damage the system, Livewell may suspend or terminate this agreement upon giving You a thirty (30) day written notice.

SYSTEM USE/SUBSCRIBER'S DUTIES: You shall carefully use the system and instruct all members of the household and other potential users in the proper use of the system. You are responsible to test its operation and notify us if the system needs servicing.

LIABILITY/INSURANCE: Livewell is not an insurer and You should obtain insurance for personal injury, death and property loss. Livewell makes no guarantees or warranties of any kind as to eliminating the risk of loss as a result of Your use of Livewell equipment and services. If there is any liability on the part of Livewell and or its subcontractors for any reason, such liability is limited to the maximum amount of \$250.00.

INDEMNITY: You agree to indemnify Livewell and its subcontractors from any and all claims by any person not a party to this Agreement.

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