

Please complete this Care Plan Agreement with information that you would like Lifeline trained care specialists to have ready in case of an emergency. Please return this Care Plan Agreement to Lifeline using the envelope included with your equipment box.

Information about the Subscriber/Care Recipient				
First name		Last name		Middle name
Phone – Home		Phone – Cell		Email Address
Preferred language <input type="radio"/> English <input type="radio"/> Spanish <input type="radio"/> Other:		Gender <input type="radio"/> Male <input type="radio"/> Female <input type="radio"/> Other:		Date of birth
Home Address			Additional Information	
Street, number			Hidden key location	
City	State	Zip Code	Directions to home	Cross Street
Township/Municipality	County		Home warning (e.g. dog)	
Medical Information				
Drug Allergies			Medical Conditions	

Information about Caregivers		
Caregiver One	Caregiver Two	Caregiver Three
First name	First name	First name
Last name	Last name	Last name
Street Address	Street Address	Street Address
City, State, Zip Code	City, State, Zip Code	City, State, Zip Code
Relationship to Care Recipient:	Relationship to Care Recipient:	Relationship to Care Recipient:
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell	Phone <input type="radio"/> Home <input type="radio"/> Work <input type="radio"/> Cell
Email Address	Email Address	Email Address
<input type="checkbox"/> Able to respond	<input type="checkbox"/> Able to respond	<input type="checkbox"/> Able to respond
Select person(s) who are able to respond in case of an emergency and meet the following criteria: (1) have a key to the Care Recipient's home or know where a key is located; (2) could come to help at different times of the day or night; (3) live or work within 10 minutes of Care Recipient's home; AND (4) have a phone, preferably a cell phone. Ideally have a driver's license and access to a vehicle.		
<input type="checkbox"/> Notify by phone call after an incident	<input type="checkbox"/> Notify by phone call after an incident	<input type="checkbox"/> Notify by phone call after an incident
Select person(s) who Lifeline should attempt to notify by phone in case of an incident, after help is dispatched.		
<input type="checkbox"/> Account administrator	<input type="checkbox"/> Account administrator	<input type="checkbox"/> Account administrator
Select person(s) authorized by the Care Recipient to create, access and make changes to: (1) the Care Recipient's personal and health information; (2) their caregivers and roles; AND (3) the Lifeline account by phone, email or digital applications offered with your service.		

Primary physician		Third parties to be notified (if applicable)	
First name		First name	
Last name		Last name	
Street address		Street address	
Phone		Fax	

Information about Payer and payment					
First name			Phone Home Work Cell		
Last name			Phone Home Work <input type="radio"/> Cell		
If applicable, organization name			Phone Home <input type="radio"/> Work Cell		
Billing address	City	State	ZIP code	Payer email address	
Affiliation Name and ID		State funded		Medical Insurance Identification Number	
<input type="radio"/> Monthly Fee(s): \$	<input type="radio"/> One Time Fee(s) \$	Payment Frequency		Payment Method	
<input type="radio"/> Monitoring Service: \$	<input type="radio"/> Enrollment Fee \$	<input type="radio"/> Monthly		<input type="radio"/> Invoice	
	<input type="radio"/> Shipping & Handling \$	<input type="radio"/> 6 Months		<input type="radio"/> Credit Card	
		<input type="radio"/> Yearly		<input type="radio"/> Debit Card	

Information about the service <i>For internal Lifeline use only</i>		
Program Name	Program Phone Number	Program Code
<input type="checkbox"/> This is a FOLLOW-UP Install		Installation Date:
Model Type	Communicator #: Button # :	PHB/AAHB xmit code: PHB/AAHB expiry:
<input type="checkbox"/> Multiple Subscriber Household (Complete a separate Care Plan Agreement for each Subscriber/Care Recipient)		

Signatures of Subscriber/Care Recipient (and, if different, Payer)			
Subscriber/Care Recipient By signing below, you confirm that: <ol style="list-style-type: none"> the above information is accurate and complete; you agree to the terms of this agreement and accompanying document <i>HOW LIFELINE WORKS</i>; and you have been given the User Manual for the Lifeline equipment. 		Payer (if different from Subscriber/Care Recipient) By signing below you confirm that: <ol style="list-style-type: none"> the above information is accurate and complete; and you agree to the terms of this agreement and accompanying document <i>HOW LIFELINE WORKS</i>. 	
Signature of Subscriber/Care Recipient Date		Signature of Payer (if different from subscriber) Date	

HOW LIFELINE WORKS

Welcome to the Lifeline medical alert service! Below are the legal terms of the Agreement between you and Lifeline. ("Lifeline" means Lifeline Systems Company and its affiliated companies, the program and/or referral source named on your Care Plan Agreement and each of their affiliated entities.)

By signing the accompanying Lifeline Care Plan Agreement form or by virtue of your use of the Equipment and/or Service, you agree to the following terms and conditions:

What is the Lifeline service?

Depending on the service you have selected, either (i) a Lifeline Communicator will be installed in your home, and you will be given a Personal Help Button (**PHB**) that pairs with the Communicator, or (ii) you will receive an On the Go mobile device that includes help button and a built-in communicator (collectively, including any related accessories (e.g., key box), the "Equipment"). Be sure to read the User Manuals for this Equipment. Lifeline will monitor the signals sent from the Equipment to the Lifeline Response center ("Service"). If the Lifeline Response Center receives a "Help Needed" signal from the Equipment, Lifeline will make a reasonable effort to promptly contact you. If, after making (or trying to make) contact, Lifeline decides it is necessary in its reasonable judgment, it will then notify your Caregivers (in the order shown in the Agreement, or as you otherwise indicate to Lifeline) or Police, Fire or Ambulance.

How Lifeline Responds to Your Requests

You agree that Lifeline may rely absolutely on statements made by you or your Caregivers, or any person who says that they are acting on behalf of you or a Caregiver. You agree that Lifeline is not responsible for the promptness, sufficiency, or adequacy of the action of any Caregiver or any third party responding to an incident. You understand that Lifeline does not represent or guarantee that Caregivers can be contacted or will respond, or that their response will be safe or effective. You agree that the Caregivers have been designated by you (or a Caregiver acting on your behalf) and are not agents or representatives of Lifeline.

If You Ordered Mobile Equipment

Certain Equipment, including a Lifeline Wireless Communicator, and/or the OTG ("Mobile Equipment") will be able to send a help signal to the Lifeline Response Center via a cellular signal, if cellular service is available. The OTG permits two-way communications between you and our response center directly through a microphone and speaker built into your OTG, and contains technology designed to help us approximate your location.

Some OTG devices include automated data collection, including steps and other motions to collect subscriber's mobility statistics, and wearing engagement to measure the hours per day the device is in active use (subscriber is wearing the device). The subscriber shall be required to give consent for the device data collection for those OTG devices. This data will be transmitted to the Lifeline server silently without subscriber, name, date of birth and other personal information. The data is identified by the serial number of the device. This data can be shared with subsidiaries, affiliates, employees, contractors, service providers, and third-party partners that assist Lifeline in providing or supplementing the Service and may be made available to Health Plans and Provider Networks.

Mobile Location Tracking

You understand that Lifeline attempts to track your precise location whenever it receives a signal from location-enabled Mobile Equipment, including On the Go devices. You authorize Lifeline to collect, use, disclose, transmit, process, store and share this information to (a) provide, maintain, and improve the Mobile Service and Equipment, and (b) in case of an Incident, provide your location information to Lifeline's partners, caregivers or contacts designated by you, third party service providers (including emergency services) and any person claiming to be acting on behalf of a Caregiver. Lifeline also uses location information to provide the Service, including to respond to requests from subscribers and improve the quality, safety, accuracy, and security of the Service. Lifeline also uses location information for any purpose to which a subscriber consents. Lifeline may share location information with subsidiaries, affiliates, employees, contractors, service providers,

and third-party partners that assist Lifeline in providing or supplementing the Service. Lifeline may share location information with medical providers, emergency personnel, and other entities with a subscriber's informed consent. Lifeline may share location information with healthcare data exchange partners, managed care providers, insurance plan provider, administrators, Health Plans and Provider Networks.

Lifeline does not guarantee that we can always track your location, due to the limits of the location tracking technology Mobile Service Limitations and external factors not within Lifeline's control.

Mobile Service Limitations

The Mobile Equipment (i) may receive global positioning satellite (GPS) signals, and (ii) communicates with Lifeline via wireless communications networks. The availability of Mobile Service and use of Mobile Equipment is subject to many limitations. The Mobile Service will not work if (a) your Mobile Service subscription with Lifeline is not active;

(b) your Mobile Equipment does not have sufficient electrical power (either battery or outlet); (c) you are located outside the 50 United States or are outside the operating range of the Carrier's 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 other factors and conditions. Lifeline assumes no liability for or relating to the delay, failure, interruption, or corruption of any voice call quality, or data transmitted while using the Mobile Service, nor for the accuracy or precision of location information it provides to Caregivers.

Relationship with Mobile Carrier

You understand that Lifeline, not you, contracts with a mobile carrier ("Carrier") to provide wireless communications transmission and connectivity ("Mobile Service") related to operation of the Mobile Equipment. You understand and agree that you have no contractual relationship with the carrier, and you are not a third-party beneficiary of any agreement between Lifeline and the carrier. You understand and agree that the Carrier has no liability of any kind to you, whether for breach of contract or warranty, in connection with use, failure to use, or inability to use the Mobile Service. You have no property rights in any number assigned to you or your On the Go and understand that any such number can be changed at any time by Lifeline and/or the Carrier. You understand that neither Lifeline nor the Carrier can guarantee the delivery, privacy, or security of wireless transmissions to and from the Mobile Equipment, and neither will be liable for any lack of privacy or security relating to the use of the Mobile Equipment. You may not resell the Lifeline service (or any component thereof) to any other party.

Your Responsibilities as a Subscriber (Care Recipient)

You understand that you must:

- Promptly install and activate your Equipment, or contact Lifeline Customer Service to have your Equipment installed for you (additional fees may apply)
- Provide electrical power to your Lifeline Communicator if one is provided to you. The Lifeline Communicator will not work if unplugged during a power outage or if A/C power is not provided. (The unit has a backup battery that will work for a limited period of time.) Lifeline does not take responsibility to notify you or your Caregivers if your Lifeline Communicator stops receiving power.
- Recharge the battery of your ON THE GO, in accordance with the User Guide instructions. The On the Go contains an internal battery but will not work or be able to access the Mobile Service if the battery is allowed to discharge. Lifeline does not take responsibility to notify you or your Caregivers if your On the Go battery is low or becomes discharged.
- Give accurate information about your Caregivers. You represent that your Caregivers have agreed to act as Caregivers.
- Not move Equipment from its original installation without Lifeline's prior authorization.
- Allow access for Lifeline representatives to inspect Equipment, for maintenance, or removing Equipment after termination.
- Not cause repeated false alarms, otherwise Lifeline may discontinue your service.
- Be responsible for providing Caregivers with access to your home.
- Promptly inform Lifeline of any changes to the information provided in this Agreement. All changes are solely your responsibility and become effective only after you communicate them to Lifeline.

- Pay any fine resulting from a false alarm.
- Not alter or modify the equipment.
- Follow the instructions for use in your User Guide and do not use the Equipment or Mobile Service in a prohibited manner.
- Be responsible for providing Caregivers with access to the location you are in.
- Remain solely responsible for any use of your Mobile Equipment and Mobile Service, 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 anyone using or accessing the Mobile Service on your behalf.
- Power down your OTG device prior to traveling on an airplane, and ensure you power it back on when it is safe to do so.
- Notify Lifeline in advance of returning your Mobile Equipment for service, and power down your On the Go device prior to returning it for service.

The Lifeline Landline Service Relies on your Telephone Service to Operate

If your telephone service is out of order or disconnected, the Landline Equipment will not operate until telephone service is restored. Lifeline has no control over your telephone service. And it will not know if your service is not working. Therefore, it cannot provide the Lifeline service during that time, or notify your Caregivers that your telephone service is out of order.

Also, please be aware that using telephone service provided via the Internet, broadband, VoIP, or any other non- traditional telephone service presents risks for non- transmission of the signals from the Equipment to Lifeline's call center and the Equipment may not operate as intended.

Telephone Communication Acknowledgment

You expressly agree and consent that Lifeline and its affiliates or business associates may use any telephone number that you provide, regardless of whether it is a cell phone, commercial, or residential number, to provide health care, emergency, and account communications (including debt collections). You acknowledge and consent to any such communications from Lifeline and its affiliates or business associates, including via automated telephone dialing, text messaging, and/or pre-recorded calls or voicemails (collectively "Automated Communications"). Message or data rates may apply.

Your consent to receive Automated Communications is not required to receive health care services. You may opt out of receiving Automated Communications by contacting us at the number provided in such Automated Communications. We will honor opt-out requests within 30 days. Regardless of opt-out preference, we may still contact any provided number regarding healthcare communications or emergencies. This telephone communication acknowledgment applies to all past, present, and future Lifeline services, until revoked.

You agree to indemnify, defend, and hold harmless Lifeline from and against all claims, demands, liabilities, damages, losses, and expenses, including any statutory civil damages or penalties, which may be asserted against or incurred by Lifeline by or due to any person or entity not a Party to this Agreement, arising out of or related to the communications, including Automated Communications, described in this section.

Will the Lifeline Service Work If My Phone is Off the Hook or I Lose My Dial Tone?

Your Landline Equipment needs a dial tone to be able to contact Lifeline. Even if your telephone service is working, your telephone line can lose a dial tone if a phone is off the hook or other devices are using the phone line. To reduce the risk that your Lifeline Equipment will not have a dial tone, you can ask your telephone company to install technology in your home, such as an RJ31x jack, to permit your Lifeline Communicator to "seize" the line and obtain a dial tone. (Lifeline cannot install an RJ31x or equivalent; you must do so.)

Special Note about Auto Alert/ On the Go

If you order the AutoAlert Help button of On the Go, be aware that it will NOT detect all types of falls. **Therefore, if you call, you should still try to press your button if possible.**

How Lifeline Uses Your Personal Information

You are providing Lifeline with health, financial and other personal information, including precise location information, so that Lifeline can provide the Service. **You agree that Lifeline, Caregivers, managed care providers, Health Plans, Provider Networks, and other parties named in the Agreement (e.g., referral source, program, etc.), and other parties you (or a Caregiver with administrator privileges) may otherwise designate can receive that information.** You agree that if a Caregiver or other assistance is sent to your home or elsewhere (an "Incident"), Lifeline may notify Caregivers, other parties named in the Agreement (e.g., referral source, program, etc.) and other parties you (or a Caregiver with administrator privileges) may otherwise designate regarding such Incident. All communications between you and Lifeline (including but not limited to all telephone conversations to/from any Lifeline call center, and any communications using a Lifeline communication device) relating to this Agreement, may, and without further notice to you, be monitored and/or recorded to provide you with the Service and/or for quality assurance purposes. You hereby acknowledge and consent to all such monitoring and recording. If you have been provided a separate privacy notice from Lifeline, your referral source, or your program in connection with the Equipment and/or Service, please refer to that notice for more information regarding the use of your personal information.

Forced Entry

You understand that if a help signal is received by Lifeline and a Caregiver, or other responder is sent to your home, Lifeline is **NOT RESPONSIBLE** – and you relieve Lifeline of any liability for how entry is made to your home. (For example, if a responder does not have or cannot find a key, you hereby authorize the responder to break into your home, even if this will cause damage). If you have a hidden key location, lockbox, or garage opener, you are responsible for maintaining the key or lockbox in an accessible location and informing Lifeline of any changes to the location of the key or the access code.

Billing and Payment information

Lifeline will first bill you when your Equipment is shipped to you. You agree to pay the applicable fees for the Equipment and Service along with any sales tax, shipping and handling, enrollment fee, and any additional Lifeline services you later order. Fees are subject to change upon 30 days' prior written notice to the Payer. Payment is due upon your receipt of an invoice. Past due balances (over 30 days) are subject to a monthly finance service charge of 18% percent per year, or the maximum allowable by law. If Lifeline must institute legal proceedings to collect payments due, then you agree to pay Lifeline's reasonable attorney's fees for such collection action unless prohibited by law. You agree to pay for a full month of service for any month in which you have Service. Lifeline reserves the right to charge a fee for any replacement equipment including but not limited to Home Communicator, help button pendant, help button wrist band, mobile device (with or without Auto Fall Alert). Contact Lifeline Customer Service to ask about current fees for replacement Equipment.

Electronic Payments

If you choose, you may be able to automatically make your payments electronically. By doing so, you may be eligible for a reduction in certain fees. Contact Lifeline Customer Service who will talk to you about how to submit automatic electronic payments.

Lifeline's Rights

Lifeline has the right to disable Mobile Equipment or otherwise block access to the Wireless Service if you are suspected of abuse or fraudulent activity. Abuse and fraudulent use of Wireless Service include, but are not limited to: (i) attempting or assisting another to access, alter, or interfere with the communications of and/or information about another Lifeline 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 Service; (iv) subscription fraud; (v) using Wireless Service in such a manner so as to interfere unreasonably with the use of the Wireless Service by one or more other subscribers or to interfere unreasonably with Lifeline's ability to provide the Wireless Service; (vi) using the Wireless Service to convey obscene, salacious, or unlawful information; (vii) using the Wireless Service without permission on stolen or lost Mobile Equipment; (viii) Unauthorized Access; and (ix) using the Wireless Service to provide voice over IP services; and Lifeline shall not be liable for damages arising from or related to any abuse or fraud facilitated by you. **UNDER CERTAIN CIRCUMSTANCES, SOME OR ALL OF THE WIRELESS SERVICE MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY TO LIFELINE OR THE CARRIER.** Use of the Wireless Service is at your sole risk. You acknowledge and agree that you have not relied on and are NOT entitled to the benefits of any representations, promises, descriptions of services, or other statement not specifically set forth in this Agreement.

You agree to hold harmless and defend Lifeline from and against any loss, liability, damage, expense (including attorney's fees) or claims of third parties resulting from any use or misuse of the Mobile Equipment or Wireless

Service by you or any third party using the Mobile Equipment or Wireless Service through you and from your breach of any of the terms of this Agreement. Neither Lifeline nor the Carrier would have agreed to provide the Mobile Equipment or Wireless Service to you if you did not agree to this limitation.

Term of Service

Your Service term starts when the Equipment is shipped even if you do not promptly install your Equipment. The Service term will continue on a month-to-month basis until terminated by you or Lifeline. To terminate your Service, you must contact Lifeline Customer Service and arrange for the cancellation of your Service subscription. If Service is terminated, you will return rented Equipment to Lifeline at your expense either by mail or arranging for pick up (for a fee) by a Lifeline representative. Prior to returning the Equipment, you will ensure that your Equipment is packaged for shipment in accordance with Lifeline's instructions. **If you do not return the rented Equipment within 30 days after termination, Lifeline reserves the right to charge you a "Lost Equipment" fee. The Lost Equipment fee is \$500 for Mobile Equipment, and \$400 for all other Equipment.**

Lifeline makes no guarantees or warranties of any kind relating to the service and expressly disclaims all warranties whether express or implied, written, or oral, with respect to the service and the Equipment, including warranty of merchantability or fitness for a particular purpose. LIFELINE'S MAXIMUM LIABILITY ARISING OUT OF PROVIDING THE SERVICE (INCLUDING WIRELESS SERVICE), INCLUDING THE EQUIPMENT, OR ITS USE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED ALL PAYMENTS RECEIVED BY LIFELINE FOR THE EQUIPMENT AND SERVICE PROVIDED TO YOU UNDER THIS AGREEMENT. In no event shall Lifeline be liable for special, incidental, or consequential damages. Some states do not allow exclusion or limitation of incidental or consequential damages, so those limitations may not apply to you.

This Agreement, and any Addenda hereto (together, the "Agreement"), is the entire Agreement between You and Lifeline. No person installing, servicing or otherwise dealing with Equipment is or shall be authorized to act for or bind Lifeline. This Agreement supersedes all prior representations, understandings or agreements between You and Lifeline and may be amended or revised at any time without prior notice to you by Lifeline, at its sole discretion. You agree that this Agreement will be governed by the laws of the Commonwealth of Massachusetts.