

BoomerAlert Inc.

READ THIS AGREEMENT CAREFULLY. BY CLICKING THE BUTTON AT THE BOTTOM OF THIS AGREEMENT, YOU AGREE TO BE BOUND BY ITS TERMS. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT THE CHANGES MADE TO IT FROM TIME TO TIME WILL BE BINDING ON YOU. ANY REVISIONS TO THE FORM OF AGREEMENT WILL BE POSTED ON www.boomeralert.ca. YOU AGREE TO BE BOUND BY THE MOST CURRENT VERSION OF THE AGREEMENT POSTED ON THAT SITE.

- 1. Agreement.** BoomerAlert Inc. (“BoomerAlert” or “we” or “us”) supplies medical alert and fall alert pendants (collectively, the “pendants” and singularly, a “pendant”) and related monitoring services for clients using those pendants in Canada (collectively, the “Service”). This Agreement sets out the terms and conditions under which we provide both the pendants and the Service. The Service is not available outside of Canada.
- 2. Pendants.** We supply the pendants to our clients free of charge. As a result, we offer no representations or warranties with respect to their performance. You must review the terms and conditions enclosed with the pendant when you receive it. Those terms and conditions are provided by the manufacturer of the pendants and will govern your use of it. Any issue or concerns which you have regarding your pendant must be addressed to the manufacturer.
- 3. Ownership of Service and Software.** We own or license the software on which the Service operates (collectively, the “Software”), all of which is protected by American, Canadian and foreign intellectual property laws. We retain full and complete title to the Software and all updates and subsequent copies regardless of the media or form in which the copies may exist, including copies made in violation of the terms of this Agreement.
- 4. Rights and Restrictions on Use.** In consideration of your paying the monitoring fees set out at www.boomeralert.ca (the “fees”) and honouring the terms set out in this Agreement, we allow you a non-exclusive, personal, non-assignable, non-transferrable, revocable license and right to use the Service for your own personal purposes (and not for the provision of similar services to others). Both the Service and the Software include confidential information which you agree to keep strictly confidential and neither disclose nor use for any purpose other than the limited use of the Service in accordance with this Agreement. You will not: (a) use, copy, reproduce or transfer the Service other than as set out above nor, without limiting the generality of the foregoing, adapt, reverse engineer, decompile, disassemble, translate or modify the Software in any way whatsoever, nor will you create derivative works based on the Software; (b) remove or alter ownership and copyright notices embedded in or on the Service or the Software; (c) use, ship, transfer, export or re-export the Service or the Software except as authorized and permitted by the laws and regulations of the jurisdiction of Canada; or (d) permit any third party to violate the terms and conditions of this Agreement.
- 5. Monitoring Service and emergency response procedures.** When you press the emergency response button on your pendant, a signal will be sent to our monitoring centre. When we receive a signal, we make every reasonable effort to contact you, failing which we will notify the appropriate emergency service provider. The emergency response service may be provided by a government provided services such as police, fire, or paramedic or by a private service designated by you. Signals transmitted over telephone lines, internet, VOIP, cellular and other modes of communication pass through networks that are wholly beyond our control. As a result, WE ARE NOT RESPONSIBLE FOR ANY EQUIPMENT FAILURE WHICH PREVENTS TRANSMISSION SIGNALS FROM REACHING OUR MONITORING CENTER OR FOR DAMAGES ARISING FROM SUCH A FAILURE, OR FOR DATA CORRUPTION, THEFT OR VIRUSES TO YOUR COMPUTERS IF CONNECTED TO THE ALARM COMMUNICATION EQUIPMENT.

6. **Audio monitoring and forcible entry.** The Service includes two-way voice and is meant to be heard under optimal conditions throughout most of your house. In the event that the two-way audio is not clear, or the central station does not hear audio, you authorize us to follow emergency response procedures. Unless otherwise instructed in writing, we will notify 911 first. You authorize us in our sole discretion to authorize forcible entry to gain access to your premises in the event the System emits a signal to our monitoring station and you cannot be heard through the two-way audio and you do not answer the telephone. You release us and our service providers from any and all liability whatsoever as a result of said forcible entry.
7. **Your information.** You acknowledge that our records will show only the address which you registered with us. We will dispatch emergency service providers to that address only. You must provide us with a written list of names and telephone numbers of those persons you wish to receive notification of emergency conditions together with a list of all medication, allergies and medical conditions. This information may be made available to personal emergency response personnel and medical personnel. You must provide us with written notice of all changes and revisions to that information. You agree that we may record all telephone conversations and that we shall own such recordings. The confidentiality of your information will be maintained in accordance with our Privacy policy which is set out at www.boomeralert.ca.
8. **Care Of Equipment.** You agree not to tamper with, remove or otherwise interfere with the pendant.
9. **Electricity and telephone service.** You agree to furnish, at your expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, as we deem necessary.
10. **Testing and maintenance.** It is your responsibility to test the Service and to notify the manufacturer if the pendant is in need of repair or replacement.
11. **Expenses.** You must pay all costs and expenses incurred including, but not limited to, ambulance, physician and other medical assistance and any other costs whatsoever incurred as a result of your use of the System. You agree to file and pay for and maintain any permits required by applicable law and indemnify or reimburse BoomerAlert for any fines relating to permits or false alarms. WE SHALL HAVE NO LIABILITY FOR PERMIT FEES, FALSE ALARMS, FALSE ALARM FINES, POLICE OR FIRE RESPONSE, OR FOR ANY DAMAGE TO PERSONAL OR REAL PROPERTY OR FOR PERSONAL INJURY CAUSED BY EMERGENCY SERVICE PROVIDERS' RESPONSE TO ALARMS, WHETHER FALSE ALARMS OR OTHERWISE, OR THE REFUSAL OR FAILURE OF THE EMERGENCY SERVICE PROVIDERS TO RESPOND.
12. **Subcontracting of certain services.** We may subcontract some or all of the Service to third Parties. You consent to our disclosure to those third parties of the information which you provided to us. You acknowledge that this Agreement, and particularly those paragraphs relating to our disclaimer of warranties, exemption from liability, limitation of liability and indemnification, enure to the benefit of and are applicable to our subcontractors and assignees.
13. **Third party services and information.** The Service relies on certain information and services supplied by third parties. WE OFFER NO WARRANTY THAT THE INFORMATION IS ERROR FREE. FURTHER, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY ERRORS OR INACCURACIES IN THE COMMUNICATIONS SYSTEMS, THE SERVICE, THE SOFTWARE, THE DATABASES USED IN CONNECTION WITH THE SERVICE, OR FROM INFORMATION SUPPLIED BY THIRD PARTY SERVICE PROVIDERS. WE SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR ANY ACTIVITIES. YOU AGREE THAT WE

WILL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM THE USE OF THE SERVICE OR FROM FAILURE OF THE SERVICE IN ANY WAY WHATSOEVER.

14. **Limited Warranty.** WE DO NOT WARRANT THAT YOUR USE OF THE SERVICE WILL BE ERROR FREE, VIRUS FREE OR SECURE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO LIMITATIONS MAY NOT APPLY TO YOU. OTHER THAN THE SPECIFIC WARRANTIES PROVIDED ABOVE, THE SERVICE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DO NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SERVICE WILL BE CONTINUOUS OR ERROR FREE, VIRUS FREE OR THAT ANY DEFECTS ARE CORRECTABLE. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BOOMERALERT IS NOT LIABLE FOR THE MATERIALS AND INFORMATION POSTED OR MADE AVAILABLE THROUGH THE SERVICE. YOU ARE SOLELY RESPONSIBLE FOR ANY LIABILITY ARISING FROM THE USE OF THE SERVICE, AND UNDERTAKE AND AGREE TO INDEMNIFY US FROM AND AGAINST ANY AND ALL CLAIMS MADE AGAINST US IN RELATION THE SERVICE AND ITS USE.
15. **Limited Liability.** YOU ARE RESPONSIBLE FOR THE USE OF AND RESULTS OBTAINED FROM THE SERVICE. UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, WE AND OUR RELATED COMPANIES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND ASSIGNEES SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES RESULTING FROM THE USE OF THE SERVICE HOWEVER CAUSED INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL LOSS OR DAMAGE, OR OTHER PECUNIARY LOSS, OR ECONOMIC LOSS OF ANY KIND AND ARISING IN CONSEQUENCE OF THE SERVICE'S PERFORMANCE, FAILURE TO PERFORM, OR OTHER BREACH UNDER THIS AGREEMENT, IRRESPECTIVE OF WHETHER WE HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY POSSIBLE LIABILITY FOR INDEMNITY, DEFENCE AND HOLD HARMLESS OBLIGATIONS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US UNDER THIS AGREEMENT.
16. **Allocation of Risk.** YOU AGREE THAT THE ABOVE WARRANTIES AND LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK AMONG THE PARTIES AND THE PRICE OF THE SERVICE.
17. **Indemnification.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIM IN EXCESS OF THE LIMITATIONS SET FORTH ABOVE, AND THIS LIMITATION SHALL APPLY EVEN IN THE EVENT OF BREACH OF CONTRACT, ACTIVE OR PASSIVE NEGLIGENCE, OR OTHERWISE, OR ANY CLAIM OF FAILURE OF ESSENTIAL PURPOSE.
18. **Term.** Unless terminated in accordance with the terms set out in this Agreement, this Agreement will continue in effect from the date on which you plug in the base unit which we provide to you and the monitoring services begin and it will continue for the period during which you continue to pay to us the fees set from time to time. This Agreement may be terminated by either Party by sending the other Party thirty (30) days prior written notice. Upon termination, you will return the pendant to us. If you fail to return pendant to us within fifteen (15) days following termination, you agree to pay us in cash the replacement cost of the pendant at the end of that fifteen (15) day period. In addition, BoomerAlert alert may terminate the Agreement: (a) automatically, if you make an unauthorized transfer or an unauthorized use of the Service or this Agreement or if you die; (b) if you fail to comply with any material provision of this Agreement and do not correct

such failure within five (5) days after written notice of such failure to comply is forwarded to you by email or ordinary mail; or, (c) in the event of the liquidation or insolvency of, the appointment of a receiver or similar officer for, or the assignment for the benefit of creditors by either Party, or the filing of a petition in bankruptcy by or against either Party. Upon termination you will have no further right to use the Service. If you breach the terms of this Agreement we may suspend or terminate the Service without prior notice.

19. **General.** This Agreement constitutes the entire agreement between you and BoomerAlert with respect to the Use of the Service. Any controversy in relation to this Agreement or arising hereunder shall be governed by and interpreted in accordance with the laws of the province of Nova Scotia, Canada without regard to conflict of laws principles. The parties to this Agreement agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement and its application is expressly excluded. No waiver or modification of any of the terms of this Agreement shall be valid unless made in writing and signed by BoomerAlert. Should any provision of this Agreement be found by a court of competent jurisdiction to be illegal, void or otherwise unenforceable such provision shall be severed from the rest of this Agreement and the rest of this Agreement shall remain in full force and effect, and be binding upon you and BoomerAlert as though the said provision or provisions had never been included. This Agreement shall be binding on and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. This Article and Articles 2, 5, 6, 8, 11, 13 through 17 inclusive shall survive the termination of this Agreement for any reason. Should you have any questions concerning this Agreement you may contact us by writing to:

BoomerAlert Inc.
[INSERT CONTACT INFO]