



R3 Medical Alert Device User Guide

v0.5 (Draft)

Welcome to GreatCall!

Your GreatCall “R3 Medical Alert Device” comes with 5Star Medical Alert Service. With 5Star you’ll have immediate, dependable access to our NAED-Certified 5Star Agents who are trained to provide help in uncertain or unsafe situations – 24 hours a day, 7 days a week.

We welcome your feedback anytime. If we can help you be more prepared, please write us at GreatCall Customer Service, P.O. Box 4428, Carlsbad, CA 92018, email us at customerservice@greatcall.com or call us at **1-800-463-5412**.

Best Regards,
Your Friends at GreatCall

IMPORTANT! If you purchased the “R3 Medical Alert Device” for a family member, or you are a caregiver, you should add the GreatCall Customer Service number (**1-800-463-5412**) to your personal contact list or cell phone.

You should store this phone number because there may be some unique circumstances when you will need to contact GreatCall Customer Service.

The 5Star Medical Alert Service can only be contacted through “R3 Medical Alert Device”.

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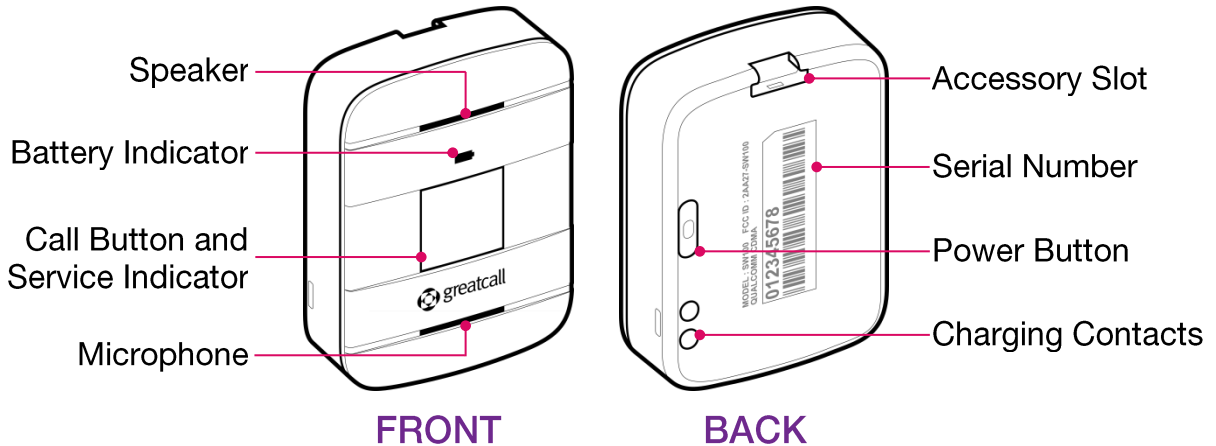
Items in your “R3 Medical Alert Device” Box

Your “R3 Medical Alert Device” box comes with everything you need to get started:

- ✓ “R3 Medical Alert Device”
- ✓ Charging Cradle
- ✓ Accessory Clip
- ✓ Lanyard
- ✓ User Guide

NOTE: To help make your “R3 Medical Alert Device” more convenient for you, we also offer other accessories and services. To learn more or purchase, go to www.greatcall.com or call Customer Service at **1-800-463-5412**.

Your “R3 Medical Alert Device”



Speaker – Allows you to hear the 5Star Agent, 9-1-1 Operator, others conferenced in by 5Star, or voice and tone signals.

Battery Indicator – Shows the battery strength of the “R3 Medical Alert Device”.

Call Button – Allows you to call the 5Star Center or 9-1-1.

Service Indicator – The Call Button glows to indicate the presence of wireless coverage and that your “R3 Medical Alert Device” is ready to use.

Microphone – Picks up the sound of your voice for calls.

Accessory Slot – Allows you to attach accessories.

Serial Number – This number is used for activating.

Power Button – Turns the “R3 Medical Alert Device” on and off.

Charging Contacts – Allows charging with the supplied Charging Cradle.

NOTE: By design, there is no volume control. If you are in a location where the device's sounds may be disruptive, you may want to turn off your device. Make sure to turn it back on afterward so that it is ready for any unsafe situation you may encounter. If you are in a noisy area, you may need to move the device closer to your ear or to your mouth.

Activating your “R3 Medical Alert Device”

To ensure that your “R3 Medical Alert Device” is activated successfully, it is important that you follow these simple steps when activating.

- ✓ If you purchased your “R3 Medical Alert Device” directly from GreatCall by phone or on [greatcall.com](https://www.greatcall.com), please skip to **Step 3**.
- ✓ If you purchased your “R3 Medical Alert Device” from a retail store, please proceed to **Step 1**.

IMPORTANT! Do not turn on or charge your device until you have set up your account. If you turn it on prior to setting up your account, the device may fail to activate. If the device failed to activate, power off and start with **Step 1**.

1 Gather the required information

The following information will be required in order to activate your “R3 Medical Alert Device”:

- ✓ The primary “R3 Medical Alert Device” user’s name, home address (address must be U.S. based and not a PO Box) and phone number
- ✓ The billing address
- ✓ The email address of the person managing the account
- ✓ A valid credit or debit card
- ✓ Name and phone number of at least one emergency contact
- ✓ The 8-digit Serial Number located on the back of the device (Note: You can also use the entire 14-digit serial number located on the side of the box.)

2

Go online or call to set up your account

- ✓ If you do not have a GreatCall account, visit us online at www.greatcall.com/Activate. There you can enter your “R3 Medical Alert Device” Serial Number found on the back of the device, and follow the instructions to set up your account.
- ✓ If you are an existing GreatCall customer and would like to replace, upgrade, or add a “R3 Medical Alert Device” to your account, do not have access to the Internet, or need to activate more than one device, call 5Star Activation toll-free at **1-800-675-0158**.

3

Turn on the “R3 Medical Alert Device” to activate

- ✓ Remove the “DO NOT POWER ON BEFORE ACTIVATING” sticker from the back of your device and press the Power Button. DO NOT REMOVE THE SERIAL NUMBER STICKER.
- ✓ After a few moments, you will hear “Setting up device, please wait” followed by “Welcome to 5Star”.
- ✓ The Service Indicator in the middle of the Call Button will begin blinking green, indicating the device is working.
- ✓ Once the device is activated, you will receive a phone call on your “R3 Medical Alert Device”. Once you hear the device ringing, press and release the Call Button to answer the call.

Congratulations! Your “R3 Medical Alert Device” is now activated.

IMPORTANT! The device is not ready for use until you hear “Welcome to 5Star” and the Service Indicator located at the center of the Call Button is blinking green.

If you hear a voice prompt saying “Unable to activate. See User Guide,” please call the 5Star Activation Team at **1-800-675-0158** for assistance with completing the activation process.

NOTE: Your “R3 Medical Alert Device” may not be fully charged after powering on for the first time. Please refer to the “Charging your ‘R3 Medical Alert Device’” section of this User Guide.

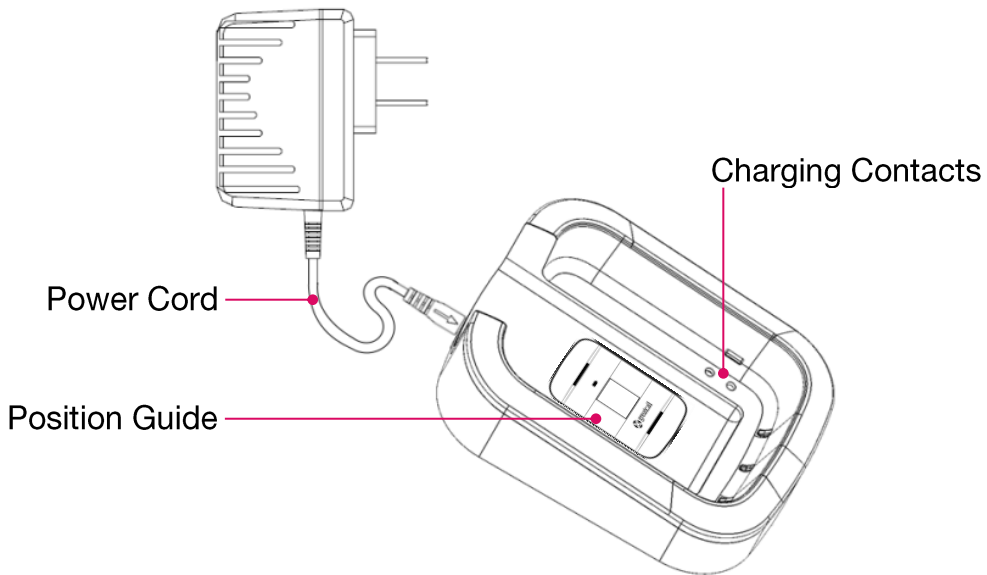
NOTE: If you do not hear “Welcome to 5Star” after 20 minutes, it may be necessary to reboot the device. To reboot, press and hold the Power Button until you hear “Powering Off”. Once the device is off, press the power button again. You will hear “Setting up device, please wait” repeat several times as the device activates. After a few minutes you will hear “Welcome to 5Star,” confirming your “R3 Medical Alert Device” has been activated and is ready for use. If you do not hear the “Welcome to 5Star” voice prompt after 20 minutes again, please call the 5Star Activation team at **1-800-675-0158** for assistance.

Charging your “R3 Medical Alert Device”

It is very important to always keep your “R3 Medical Alert Device” charged and with you so that immediate access to help is readily available. Out of the box, the device is only partially charged. It is important that you fully charge your device after activating.

The Charging Cradle

The Charging Cradle allows a simple way of storing and keeping your “R3 Medical Alert Device” charged when not in use. The following will guide you through how to set up and use the Charging Cradle with your “R3 Medical Alert Device”.



CHARGING CRADLE

Power Cord – Provides power to the Charging Cradle from a wall outlet.

Position Guide – Shows you how to position the “R3 Medical Alert Device” in the Charging Cradle.

Charging Contacts – Allows charging of the “R3 Medical Alert Device” when cradled.

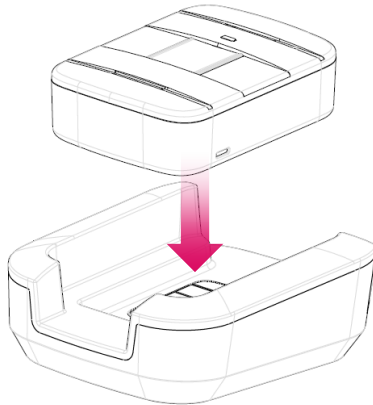
Setting up the Charging Cradle

1. Determine where you would like to place your Charging Cradle. DO NOT PLACE THE CHARGING CRADLE IN A LOCATION WHERE IT COULD GET WET.
2. Plug the small end of the Power Cord into the Charging Cradle's Power Connector located on the side.
3. Place the Charging Cradle onto a flat surface and plug the Power Cord into a compatible wall power outlet.

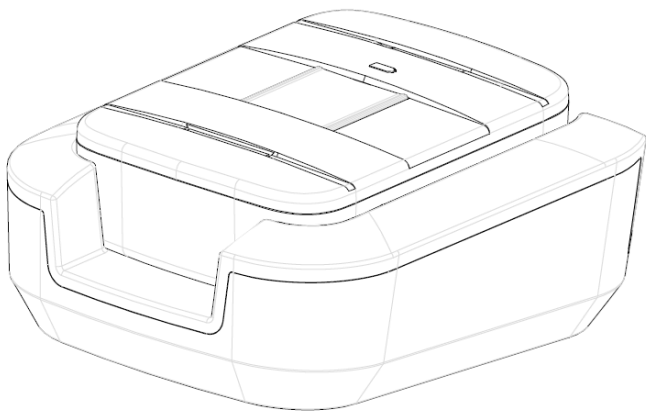
IMPORTANT! Do not place the Charging Cradle in areas where it can get wet. If your “R3 Medical Alert Device” happens to get wet, please be sure to dry it before placing it into the Charging Cradle. Failure to do so may cause an electrical shock or fire hazard. The “R3 Medical Alert Device” is rated to be submerged in up to 3.3 feet of water for up to 30 minutes.

Charging the “R3 Medical Alert Device”

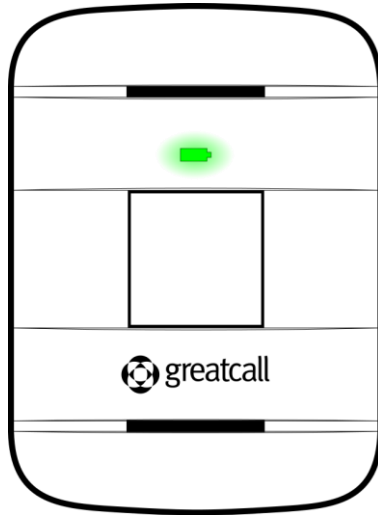
1. Align the “R3 Medical Alert Device” with the Charging Cradle so that it is oriented in the same way as displayed in the Position Guide on the Charging Cradle.



2. Lower your “R3 Medical Alert Device” into the Charging Cradle until the Charging Contacts on both the “R3 Medical Alert Device” and Charging Cradle make contact. You will hear a tone from the Speaker indicating that the device is placed properly and charging.



3. The Battery Indicator will blink green during the charging process. Once fully charged it will remain solid green.



4. To remove the device from the Charging Cradle, simply grasp your “R3 Medical Alert Device” and lift up and away from the Charging Cradle. You will hear a tone from the Speaker indicating that it is no longer charging. Unless additional charging is required, the Battery Indicator will turn off to save power.

When to Charge your “R3 Medical Alert Device”

Always place your “R3 Medical Alert Device” in the Charging Cradle when not in use so that it is always ready when you need it most. We recommend charging each night when you go to bed. When the battery is low, the Battery Indicator will flash red and you will hear a repeating tone to charge. The tone will repeat more frequently as the battery level decreases.

If the battery loses all of its charge, the device will power off. The “R3 Medical Alert Device” will power back on shortly after it is placed in the Charging Cradle.

About the Battery Indicator

The Battery Indicator is located above the Call Button on your “R3 Medical Alert Device”. The Battery Indicator shows the device’s battery status.

| Color | Pattern | Meaning |
|-------|----------|--|
| Green | Solid | Battery is fully charged and ready to use |
| Green | Flashing | Battery is charging |
| Red | Flashing | Battery is low and needs to be charged |
| Off | N/A | Battery does not require charging or the device is off |

NOTE: To protect the battery, the “R3 Medical Alert Device” will automatically stop charging if the device temperature drops below 32°F or over 113°F. Charging will automatically resume when the device temperature returns to normal levels.

Using your “R3 Medical Alert Device”

This section will guide you through how to use the “R3 Medical Alert Device” and get the most out of the 5Star Service.

Turning on your “R3 Medical Alert Device”

1. Press the Power Button. The Service Indicator and Battery Indicator will turn solid green. Alternatively, lowering your “R3 Medical Alert Device” into the Charging Cradle will also turn on the device if it was previously off.
2. After a few moments, you will hear a tone and a voice prompt of “Welcome to 5Star.” The Service Indicator in the middle of the Call Button will begin blinking green indicating the device is powered up and ready to use.

3. The Battery Indicator will be off to save power if the device does not require charging. If the Battery Indicator is flashing red, the battery level is low—please place in the Charging Cradle as soon as possible.

NOTE: We recommend keeping your “R3 Medical Alert Device” on at all times and charging it overnight so you can always have immediate access to help in an uncertain or unsafe situation.

Turning off your “R3 Medical Alert Device”

1. To turn your “R3 Medical Alert Device” off, press and hold the Power Button until you hear a tone and voice prompt of “Powering Off.”
2. The Battery Indicator and Service Indicator will turn solid red for a few seconds indicating that the device is turning off. Your “R3

Medical Alert Device” is completely off when both of these indicators turn off.

When to Use your “R3 Medical Alert Device”

Below are some examples of when you could use your “R3 Medical Alert Device”.

Potential emergency or cautious situations:

- ✓ “I am walking to my car at night and I think someone is following me.”
- ✓ “I think someone is in my house.”
- ✓ “I have this weird tingling in my arm and I am not sure what to do.”

General assistance:

- ✓ “I locked myself out of my house without the keys.”
- ✓ “I’m having some problems getting my car started.”

- ✓ “I’m running out of gas and need directions to the nearest gas station.”

Unique situations:

- ✓ “I heard a weird noise on my roof.”
- ✓ “I’m having trouble breathing.”
- ✓ “My dad never came to pick me up from school.”

Though we have listed typical use scenarios, if you’re ever in doubt as to whether or not to call 5Star, simply call and a friendly 5Star Agent will assist you.

Where to Use your “R3 Medical Alert Device”

You can use your “R3 Medical Alert Device” at home or on the go, wherever you have cellular service. The “R3 Medical Alert Device” is also waterproof so you don’t have to worry about using it in the shower, accidentally dropping it in the sink or that unexpected rain.

Coverage and service are not available everywhere. You will not be able to make 5Star or 9-1-1 calls when cellular service is not available.

IMPORTANT! The “R3 Medical Alert Device” is rated to be submerged in up to 3.3 feet of water for up to 30 minutes.

In the event your “R3 Medical Alert Device” becomes wet be sure to dry it as soon as possible, especially before placing into the Charging Cradle.

Calling 5Star

1. Firmly press and release the Call Button. You will hear a voice prompt of “Calling 5Star,” and you will be greeted by a 5Star Agent.
2. When speaking to a 5Star Agent, hold your “R3 Medical Alert Device” at a comfortable distance, at least one inch away from your mouth, and speak normally into the Microphone.
3. To end the call, firmly press and release the Call Button. You will hear a tone and a voice prompt of “Call Ended.”

If your Call to 5Star Requires Emergency Assistance

If you call 5Star and the 5Star Agent determines that you need emergency assistance, the Agent will connect you directly to 9-1-1 emergency services.

5Star Agents may provide emergency services or 9-1-1 Operators with information from your Personal Profile, such as your medications, allergies and personal contact numbers.

IMPORTANT! To ensure our 5Star agents always have your latest emergency contact information, please regularly check your Personal Profile located at mygreatcall.com. See “Managing Your Account” for more information.

NOTE: If you end the call before speaking with a 5Star Agent, you may get a call back to ensure that you are safe.

Calling 9-1-1 in an Emergency with the “R3 Medical Alert Device”

If you are experiencing a critical emergency and need to call 9-1-1 directly,

1. Press and hold the Call Button until you hear “Calling 9-1-1 now”, then release the button.
2. To end the call, press and release the Call Button. You will hear a tone and a voice prompt of “Call ended”.

Answering Incoming Calls on the “R3 Medical Alert Device”

If you call 9-1-1 on your device, the 9-1-1 Operator will have the ability to call you back on your “R3 Medical Alert Device”. After a 9-1-1 call is completed, a 5Star Agent may also contact you to see if you need any further assistance.

When there is an incoming call, your “R3 Medical Alert Device” will ring with an audible tone.

1. To answer, firmly press and release the Call Button and speak into the Microphone located at the top of the device.
2. To end the call, press and release the Call Button again.

If the person you were speaking with hangs up first, your “R3 Medical Alert Device” will automatically end the call without the need to press the Call Button.

NOTE: The “R3 Medical Alert Device” can only receive incoming calls from 9-1-1 Operators or 5Star Agents.

Connecting with Urgent Care

With certain GreatCall Health & Safety Packages, you have access to Urgent Care. Urgent Care provides you with unlimited health advice from experienced, registered nurses in English or Spanish, 24-hours a day, 7-days a week.

To access a live nurse:

1. Press and release the Call Button.
2. When a 5Star Agent answers, ask to be connected to “Urgent Care.”
3. The agent may ask you a few questions to make sure your call isn’t an emergency before connecting you to a nurse.

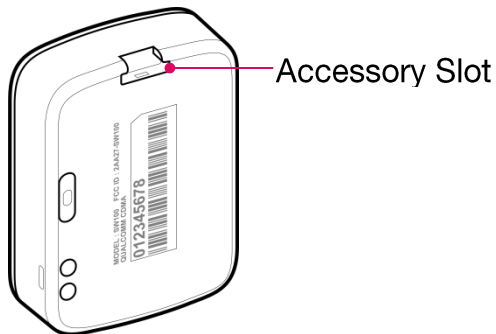
About the Service Indicator

The Call Button will glow to indicate the status of your wireless service. The Service Indicator will show whether or not you have wireless coverage and if the device is powered on and ready to use.

| Color | Pattern | Meaning |
|-------|----------|--|
| White | Flashing | Good wireless coverage and ready to use |
| Red | Flashing | No wireless coverage; try another location |

Attaching Accessories to your “R3 Medical Alert Device”

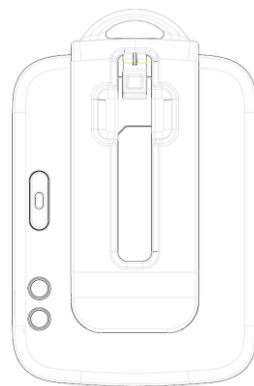
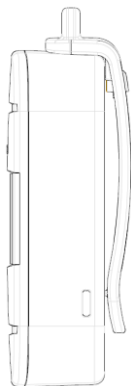
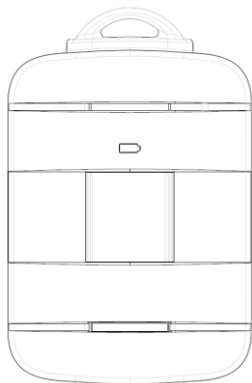
The Accessory Slot can be used to attach accessories specially designed for your “R3 Medical Alert Device”, such as the included Clip and Lanyard accessories. To attach a compatible accessory, slide the accessory into the Accessory Slot until it “clicks” into place. To remove the accessory, gently push the latch on the accessory.



BACK

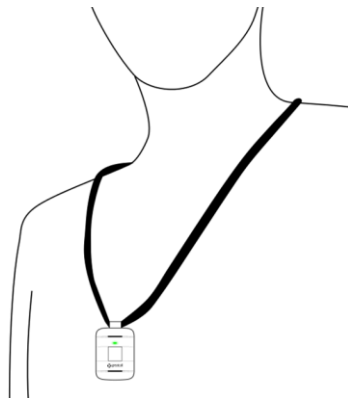
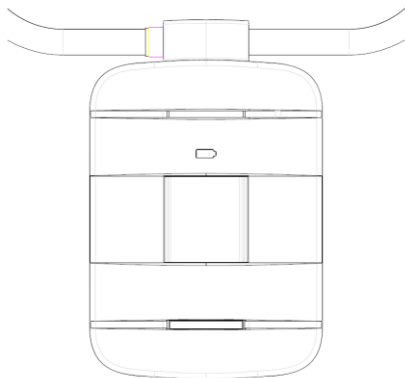
The Clip Accessory

The included Accessory Clip allows you to attach your “R3 Medical Alert Device” to your purse, belt or pocket. Additionally, there is a loop at the top of the Accessory Clip that allows you to attach your “R3 Medical Alert Device” to your keys.



The Lanyard Accessory

The included Lanyard allows you to wear your “R3 Medical Alert Device” around your neck. It is required to use this accessory if you have Fall Detection enabled on your device (available on certain Health & Safety Packages).



Fall Detection

Using patented algorithms and the built-in accelerometer, your “R3 Medical Alert Device” can evaluate sudden changes in your body movement, in relation to your physical activity and posture, to identify falls. The Fall Detection technology requires that you use the Lanyard accessory enclosed to stabilize your device for optimal accuracy.

Because the accuracy of Fall Detection depends on your “R3 Medical Alert Device” orientation on your body, the Lanyard accessory is required to be used at all times. Using your device without this accessory is not recommended and will impact the accuracy of the Fall Detection Service, which may cause false Fall Detection calls.

The Fall Detection Service is only available on the Ultimate Health & Safety Package. Health & Safety Packages below Ultimate will have the Fall Detection Service disabled.

How Fall Detection Works

1. A fall occurs and you are unable to press the button on your “R3 Medical Alert Device”
2. Your “R3 Medical Alert Device” detects the fall
3. Your “R3 Medical Alert Device” automatically calls 5Star and connects with a Medical Alert Agent

IMPORTANT! The Lanyard accessory must be used to accurately detect a fall when the Fall Detection Service is enabled.

Confirming Fall Detection is Enabled

If when powering on your “R3 Medical Alert Device” you hear “Welcome to 5Star. Fall Detection enabled,” the Fall Detection Service is ready to use. If when powering on your “R3 Medical Alert Device” you do not hear this, you may not have an eligible plan with Fall Detection Service included.

IMPORTANT! The Fall Detection service is not enabled unless you hear “Welcome to 5Star. Fall Detection enabled.” when you turn on your “R3 Medical Alert Device”.

Wearing Your “R3 Medical Alert Device” with Fall Detection

With the “R3 Medical Alert Device” attached, place the lanyard around your neck. You can unfasten the magnetic clasp by pulling the two sides apart.

Fall Detection only works when your “R3 Medical Alert Device” is worn around the neck using the specially designed Lanyard accessory. Using the “R3 Medical Alert Device” without this accessory is not recommended and will impact the accuracy of the Fall Detection service, which may cause false Fall Detection calls.

IMPORTANT! The Lanyard accessory is specifically designed to work with the “R3 Medical Alert Device” and must be used to accurately detect a fall.

What Happens in the Event of a Fall

If your “R3 Medical Alert Device” detects a fall, it will play an audio message “Fall detected. Calling 5Star. Press button to cancel.”

- ✓ If you did not fall or do not need assistance, press the Call Button immediately to cancel the call, and the “R3 Medical Alert Device” will play an audio message “Call cancelled.”
- ✓ If you do not cancel the call within a few seconds, your “R3 Medical Alert Device” will automatically contact a 5Star Medical Alert Agent.

If you fall and DO NOT hear “Fall detected. Calling 5Star. Press button to cancel”, press the Call Button to immediately connect to a 5Star Medical Alert Agent for assistance.

The Fall Detection service will not work when your “R3 Medical Alert Device” is powered off.

Managing your Account

MyGreatCall allows you to easily and securely manage your 5Star account and Personal Profile online. If you haven't set up a MyGreatCall account yet, you will need to register by navigating to www.mygreatcall.com on your computer's web browser and following the easy instructions to create an account.

Once registered, you can go to www.mygreatcall.com to log into your MyGreatCall account at any time to:

- ✓ Manage Your Personal Profile
- ✓ Send a "Test Call" to 5Star
- ✓ Send a Tone to Find a Misplaced "R3 Medical Alert Device"
- ✓ Locate Your "R3 Medical Alert Device" using GreatCall Link™

- ✓ Manage “Just In Case” Notes
- ✓ Manage your 5Star Billing Information

Manage Your Personal Profile

Your Personal Profile provides our 5Star Agents important information that will be critical in assisting you in uncertain or unsafe situations. The more information you provide, the better we can assist you. You can start with basic information and return later to www.mygreatcall.com to easily update or add more information. It is a good idea to periodically review the information to be certain it is still accurate.

Typical information you provide will include:

- ✓ Information like your name, phone numbers, gender, date of birth and your primary language.

- ✓ Locations you frequently visit such as your home address, work, gym, doctors' offices or vacation home.
- ✓ Emergency contacts – or people we can notify on your behalf in case of an emergency.
- ✓ Medical information such as medications, doctors, hospitals and medical or physical conditions.
- ✓ Vehicles that you drive, including make, model, color, and license plate number.

If you do not have access to www.mygreatcall.com, you will be able to provide us with your Personal Profile details securely by phone, fax or mail. A Personal Profile form will be included in your GreatCall “R3 Medical Alert Device” Welcome Kit which you will receive by mail within a few weeks after activation.

NOTE: The 5Star service and Personal Profile is limited to one user per subscription and cannot be shared with another person. The profile information you provide is personal to you and could be critical in assisting you in an emergency.

Send a “Test Call” to your “R3 Medical Alert Device”

You can confirm that your “R3 Medical Alert Device” is functioning properly by using the automated “Test Call” feature within MyGreatCall. Our 5Star agents are helping other customers with real situations, so we recommend navigating to www.mygreatcall.com and using the automated Test Call feature found there. Make sure you have your “R3 Medical Alert Device” in-hand before initiating a Test Call so that you can answer it when it rings. Please be patient as the Test Call can take several minutes before your “R3 Medical Alert Device” will begin ringing.

When your “R3 Medical Alert Device” begins to ring, press and release the Call Button to answer. Your “R3 Medical Alert Device” will automatically end the call once the Test Call message has completed.

IMPORTANT! Please remember that our 5Star Agents are helping other customers with real situations. If you feel the need to press the Call Button to make a test call, please wait on the line for a 5Star Agent to answer and simply advise them you are making a test call. If you press the Call Button and hang up, they will treat your call as an emergency.

Send a Tone to Find a Misplaced “R3 Medical Alert Device”

If you have lost or misplaced your “R3 Medical Alert Device”, a special tone can be sent to it to assist you with finding it. Simply use the “Ping My Device” feature found on www.mygreatcall.com to send a distinctive tone to your “R3 Medical Alert Device”. The “Ping My Device” tone will play for a limited time, and then stop. If you find your “R3 Medical Alert Device” while

the special tone is playing, press and release the Call Button to end the tone.

Locate Your “R3 Medical Alert Device” Using GreatCall Link

With select GreatCall Health and Safety Packages you can view the last known location of your “R3 Medical Alert Device” on a map by using GreatCall Link found at www.mygreatcall.com. Not only will you be able to use an interactive map to locate your device, you can also allow family caregivers to connect with your device and view key information through a smartphone or web app.

GreatCall Link will enable family caregivers to:

- ✓ Get directions to the last known location of your “R3 Medical Alert Device”

- ✓ Update the location to get the latest whereabouts of your “R3 Medical Alert Device”
- ✓ Quickly identify the battery level and whether your “R3 Medical Alert Device” is powered on or off
- ✓ View a quick summary of daily activities based on the locations setup in your Personal Profile
- ✓ View a history of 5Star or 9-1-1 calls made, where the call was placed and outcome, if available

Manage “Just In Case” Notes

“Just in Case” Notes can be used to share a variety of notes to 5Star Agents such as future events, names of people you’ll be with, and hearing or speech conditions. This information will be used by The 5Star Agent to better assist you during your calls. Once logged into your MyGreatCall

account, you will be able to review your notes, add more notes and edit or delete any existing notes.

Manage your Billing Information

To conveniently help you manage your billing information, you can go to www.mygreatcall.com and update your billing address and credit card information, as well as review your payment history. This is particularly useful if you know the credit card you have on file is about to expire and you want to avoid any disruptions to your 5Star service.

Welcome to the GreatCall family!

Terms and Conditions

Welcome to the GreatCall family! By subscribing to the 5Star Service, you accept, without limitation or qualification, these terms and conditions of use. We may change these terms and conditions from time to time with or without notice, and you agree to be bound by any such changes.

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP A COPY OF IT IN A SAFE PLACE. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS IN THE PARAGRAPH TITLED “HOW WE WILL RESOLVE DISPUTES: ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND FORUM SELECTION CLAUSE,” AN ARBITRATION AGREEMENT THAT WAIVES YOUR RIGHT TO A JURY TRIAL, AND A CLASS ACTION WAIVER, A CHOICE OF LAW PROVISION, AND A FORUM SELECTION CLAUSE.

How Your 5Star Service Works

5Star system is only available in the United States. 5Star IS NOT A SUBSTITUTE FOR 9-1-1, and in fact, if 5Star conferences in 9-1-1 emergency services on your behalf, there could be a delay in reaching 9-1-1 emergency services. The service will only work if your account is current on payment and if your device is charged, turned on, has network access, and the 5Star Service is enabled. 5Star service may not be available in remote or enclosed areas. You agree that once you enroll in 5Star service, we will be able to track your approximate location whenever your device is turned on and that we can provide this information to third party service providers in case of an emergency or service incident. However, we cannot guarantee that we can track your exact location and in some cases, we may only be able to provide the information provided in your personal profile. We will only use your location information for providing 5Star service.

Your Use of 5Star

You promise not to use the 5Star Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from your actions. You are solely responsible for maintaining the content and accuracy of your personal profile with 5Star.

Your Responsibility To Pay For 5Star Service

You are responsible to pay for your 5Star service on time and (unless the law provides otherwise) in full. If you purchase a year of service in advance and stop your service in the middle of the annual period, we will refund you the remaining months of the 5Star Service. You are also responsible for directly paying all charges for services provided to you by others (such as emergency service providers).

Your Responsibility To Tell Us Right Away About Disputed Charges

If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), or you are waiving the dispute.

Your Responsibility To Pay For Taxes And Government Fees

You promise to pay all federal, state and local taxes, and other fees and service charges that we are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

Your Responsibility For Others Who Use Your 5Star Service

You are solely responsible for any use of the 5Star Service associated with your device, 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 the services requested by you, or by anyone using the service through 5Star on your behalf. You agree that our agent may share your information with any authorized person calling the service on your behalf.

Ending Your 5Star Service

You can cancel your 5Star service at any time. All you have to do is call us and tell us you want to cancel service. We will cancel the service immediately and you will not be charged for any future months.

Reactivating Or Changing Your 5Star Service

We will only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, or reactivate your 5Star service. If we do any of these things, you agree to pay any charges associated with these requests. We will attempt to retrieve your previously stored personal profile if you reactivate your 5Star service, but we cannot guarantee our ability to retrieve it.

Usage Limits

We may place usage limits for any 5Star service. If we place usage limits for a 5Star service, and you then use such service more than allowed by the limit amount, we will charge you at our then current rates for your usage in excess of the limit amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

Your Interactions With 5Star Agents

We may record and monitor conversations between you and our agents, emergency service providers, the police, or other third parties. Please note that our agents may also remain on the line if they conference in a third party to assist in completing a service request. Please understand that 5Star is not required to release any audio or physical records that are created as part of the 5Star Service without a subpoena (unless otherwise required by law). We will do our best to accommodate you if English is not your first language and you require translation services, but we cannot guarantee the availability or competence of a third party translator.

Your Interactions With Urgent Care Through 5Star

Urgent Care, brought to you in partnership with FONEMED®, is not a substitute for dialing

9-1-1 and should not be used in a case of emergency. FONEMED's registered nurses offer advice regarding health care decisions, but they do not prescribe medications or make diagnoses. We are not liable for any act or omission, including negligence, of any FONEMED employee. We are not a health care provider and do not provide health care services. You should seek the advice of your physician if you have any questions about medical treatment.

Connection To Other Service Providers

Our agents may link, conference or transfer you to other service providers such as the police, fire department, ambulance service, 9-1-1 emergency services or towing service. We'll use reasonable efforts to contact appropriate service providers for help when you ask for it, but we can't promise that any service providers will respond in a timely manner or at all. Furthermore, we can't promise we will provide the best service provider or guarantee any level of service from such service provider. The laws in some places require an emergency situation to be confirmed before emergency service providers will provide service. We will not contact emergency service

providers in these locations in response to your call if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We will attempt to have an agent contact you after you have completed a 9-1-1 call to make sure that you do not need additional assistance but cannot guarantee this service in all cases or for all devices.

About The Software

5Star service requires software on your device that we may need or want to change from time to time. We may do this remotely, or through a third party service provider without notifying you first. You do not own the “R3 Medical Alert Device” software or acquire any rights to use or modify the “R3 Medical Alert Device” software on your own.

Our Right To Terminate Or Suspend Your 5Star Service

We may terminate your 5Star service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the 5Star Service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we will refund any amounts you have paid in advance. Also, we may terminate your service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us, interfere with our efforts to provide service, interfere with our business, or if your 5Star service or wireless phone number is used for illegal or improper purposes. You don't have any right to have 5Star service reactivated, even if you cure any of these problems. Whether we allow you to have service again will be entirely up to us. We can suspend your 5Star service for any reason. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

Your Privacy

Some of our key privacy practices are outlined in this section. For a complete description of our privacy practices, please refer to our Privacy Statement. We may update our Privacy Statement from time to time and the updates are available at www.greatcall.com, or you can contact us to request a copy.

We may collect information about you in several different ways: from information you provide to us, from your use of the 5Star Service, from calls or emails between us, from location based services, and from third party data providers. We will collect information about your location on a periodic or regular basis. The information we may get about you includes your contact and billing information (including your credit card number), registration information, your physical locations, and information that helps us customize our services (including your medical condition and medications). You agree that we can, subject to applicable law, use this information to provide 5Star location based services, manage your account, conduct analysis and research, comply with legal requirements, prevent fraud or misuse of the 5Star Service, and protect our rights or property or the safety of you or others.

Warranty

We make no representation or warranty, either expressly or tacitly, for the completeness or correctness of the service. The use of the service is at your own risk. We assume no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality, or data transmitted on a device while using 5Star. While we strive to ensure that the service is provided without interruption and is accurate and reliable, we make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to the service and we assume no liability or responsibility of any kind for omissions or errors in the service.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS. Specifically, we and our affiliates make no representations or warranties about the accuracy, reliability, completeness including errors or omissions, currentness or timeliness of content, software, text, graphics, links, or communications provided on or through the use of the service.

Limited Warranty for the "R3 Medical Alert Device"

We warrant to you, if you are the original purchaser of a "R3 Medical Alert Device" device (the "R3 Medical Alert Device"), that the "R3 Medical Alert Device" is free from defects in material and workmanship under normal use and service for one year from the date of purchase. This Limited Warranty is conditioned upon you properly using the "R3 Medical Alert Device". This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of the "R3 Medical Alert Device", or cosmetic damage; (b) equipment that has the serial number removed or made illegible; (c) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (d) malfunctions resulting from the use of the "R3 Medical Alert Device" in conjunction with accessories, products, or ancillary/peripheral equipment we have not furnished or approved; (e) defects or damage from improper testing, operation, maintenance, installation, or adjustment; or (f) installation, maintenance, and service of the "R3 Medical Alert Device".

During the applicable warranty period, we, will repair or replace, at our sole option, without charge to you, any defective component part of the "R3 Medical Alert Device". To obtain service under this Limited Warranty, you must return the "R3 Medical Alert Device" to us in an adequate container for shipping, accompanied by your account number, sales receipt or comparable substitute proof of sale showing the date of purchase and the serial number of the "R3 Medical Alert Device". To obtain assistance on where to deliver the "R3 Medical Alert Device", call us at 800-733-6632. Upon receipt, we will promptly repair or replace the defective "R3 Medical Alert Device". We, may at our sole option, use rebuilt, reconditioned or new parts or components when repairing any "R3

Medical Alert Device” or replace the “R3 Medical Alert Device” with a rebuilt, reconditioned or new “R3 Medical Alert Device”. Repaired or replaced “R3 Medical Alert Device” devices will be warranted for a period equal to the remainder of the original Limited Warranty or for 90 days, whichever is longer.

Limitations of Liability

You and 5Star are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows: (1) we are not liable for the actions or inactions of any service provider we contact for you, or for our inability to contact any service provider in any particular situation, (2) we are not liable to you for any injuries to persons or property arising out of or relating to your use of the 5Star Service, (3) our maximum liability to you under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to an amount equal to the portion of the charges to you for the services relating to the period of service during which such damages occur, (4) unless otherwise provided in this agreement, your maximum liability to us under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to any charges due and owing by you to us, (5) neither you nor we can recover punitive damages, treble, consequential, indirect, or special damages, or attorney’s fees. You and we agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited in this agreement, (6) no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third party, by buildings, hills, tunnels, network congestion, weather, or any other things we do not control, (7) notwithstanding anything else in this agreement, you agree to excuse any non-performance by us or any service provider caused in whole or in part by an act or omission of a third party, or by any equipment failure, act of god, natural disaster, strike, equipment or facility shortage, or other causes beyond the control of us or our service providers, (8) you agree that neither we nor any service provider who sends you data or information through 5Star is liable for any errors, defects, problems, or mistakes in that data or information, and (9) you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but

to anyone using the 5Star Service on your behalf, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your 5Star service. Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

How We Will Resolve Disputes:

Arbitration Agreement, Class Action Waiver and Forum Selection Clause

If you and we have a disagreement related to 5Star service or the validity of these terms of conditions of use, we'll try to resolve it by talking with each other. If we can't resolve it that way, we both agree to use confidential binding arbitration, not lawsuits (except for small claims court cases) to resolve the dispute. We agree that any controversy or claim between us will be settled by one neutral arbitrator before the American Arbitration Association ("AAA"). There's no judge or jury in arbitration, arbitration procedures are simpler and more limited than rules applicable in court, and review is limited. But you are entitled to a fair hearing and the arbitrator's decisions are as enforceable as any court order. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. As modified by these terms of conditions of use, the arbitration will be governed by the AAA's arbitration rules (collectively "Rules and Procedures"). We further agree that: (a) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and us; (b) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (c) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from

being cost-prohibitive as compared to the cost of litigation, (e) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (f) the arbitrator shall honor claims of privilege and privacy recognized at law; and (g) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or us shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/customer.

With the exception of subparts (b) and (c) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained in these terms of conditions of use. If, however, either subpart (b) or (c) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither your or we shall be entitled to arbitration.

In the event this agreement to arbitrate is held unenforceable, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and us shall be exclusively brought in the state or federal courts located in San Diego County, California. Further, in the event either you or we bring an action in a court seeking provisional interim equitable relief pending resolution of an arbitration, such provisional interim relief must be exclusively sought in the state or federal courts located in San Diego County, California.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879, write the AAA at 1633 Broadway, 10th Floor, New York, New York 10019, or visit the AAA website at <http://www.adr.org>.

Governing Law

To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Delaware, in accordance with the Federal Arbitration Act, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

Our Relationship With You

This agreement does not create any fiduciary relationships between you and us. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

We Can Assign This Agreement

We can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You cannot assign this agreement or your obligations to anyone else without our prior written consent.

This Is The Entire Agreement

This agreement is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by 5Star. If any part of this agreement is considered invalid, the rest of it will remain enforceable. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be a waiver or require us to do so again.

Monthly Charges

To subscribe to the 5Star Service, you will be charged a recurring monthly service fee plus any applicable taxes. Remember, you can use your “R3 Medical Alert Device” as much as needed but GreatCall may place usage limits in cases of abuse of the service. There is a fee associated with activating your service and there may be a fee when re-activating.

OUR 30-DAY RETURN POLICY

If for any reason you are not completely satisfied with your service, or the “R3 Medical Alert Device”, you can return your device within 30 days of purchase and we will refund the full price of the device. If you paid a first-month service charge, we’ll refund it as well.

How To Return Your “R3 Medical Alert Device”:

1. Call GreatCall Customer Service at 1-800-463-5412.
2. You will receive a return authorization number, address and instructions for return. If your “R3 Medical Alert Device” was purchased from a retail location, it must be returned to that location and is subject to that store’s return policy.
3. The “R3 Medical Alert Device” must be in “like new” condition in its original box with all components and materials to be eligible for a refund.

Shipping charges are not refundable. You will be charged a \$10 restocking fee.

Health and Safety Information

GreatCall recommends that you read all of the Health and Safety information concerning your “R3 Medical Alert Device”. Visit www.greatcall.com/support/safety.aspx to view or print this information.

FCC Part 15.19 Statement

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

FCC Part 15.105 Statement

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

FCC Part 15.21 Statement

Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment.

Body-worn Operation

This device was tested for typical body-worn operation with the back of the device kept 5mm from the body. To comply with FCC RF exposure requirements, a minimum separation distance of 5mm must be maintained between the user's body and the back of the device. Belt-clips, holsters and similar accessories containing metallic components may not be used. Body-worn accessories that cannot maintain 5mm separation distance between the user's body and the back of the device, and have not been tested for typical body-worn operation may not comply with FCC RF exposure limits and should be avoided.

Implantable Medical Devices

A minimum separation of six (6) inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the mobile device more than six (6) inches from their implantable medical device when the mobile device is turned ON
- Should not carry the mobile device in a breast pocket
- Should use the ear opposite the implantable medical device to minimize the potential for interference
- Should turn the mobile device OFF immediately if there is any reason to suspect that interference is taking place

- Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.

For more information see: <http://www.fcc.gov/oet/rfsafety/ef-faqs.html#>.

Changes or modifications not expressly approved by the party responsible for compliance could void the users authority to operate the equipment.

5Star is not a substitute for 9-1-1. In the event of a critical emergency, always contact 9-1-1 immediately.

By subscribing to The 5Star system, you accept, without limitation or qualification, the Terms and Conditions of use on page 51-61.

www.greatcall.com

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