

# SMARTWATCH BASIC PROTECTION PLAN

## Smartwatch Basic Protection Plan

Thank you for making the smart choice to purchase the Medical Alert Basic Protection Plan. This plan is subject to the Terms and Conditions set forth below. There are no deductibles or hidden fees. For only a low monthly payment, you get the following in each annual term.

### YOUR BASIC PLAN INCLUDES...

- A one (1) time replacement of your Smartwatch watchband due to loss or damage
- Extended warranty as described below on your Smartwatch for duration of this protection plan coverage
- Free shipping on any replacement item listed above
- 25% OFF any accessory purchased

Your coverage begins on DAY 1 after your first payment under this Plan has been received. You may cancel this plan at any time.

## Connect America Smartwatch

### Basic Protection Plan (the "Plan" or "Protection Plan") Terms and Conditions

#### This Protection Plan is not an Insurance Contract.

Connect [America.com](https://www.americacom.com), LLC ("Connect America"), 816 Park Way, Broomall, PA 19008 is the obligor, provider and administrator of this Protection Plan.

**THESE TERMS AND CONDITIONS CONTAIN A MANDATORY ARBITRATION PROVISION THAT, AS SET FORTH BELOW IN SECTION 14, REQUIRES YOU TO ARBITRATE CLAIMS YOU MAY HAVE AGAINST CONNECT AMERICA ON AN INDIVIDUAL BASIS, MEANING YOU CANNOT BRING CLAIMS AGAINST CONNECT AMERICA IN COURT, AND CONFIRMS YOUR AGREEMENT TO A CLASS ACTION WAIVER IN ARBITRATION.**

1. **The Protection Plan.** These terms and conditions of this contract ("Terms and Conditions") govern the services Connect America will provide to you under this Protection Plan for the Smartwatch. These Terms and Conditions describe the coverage under the Protection Plan ("Coverage").
2. **Coverage.** A "Covered Product" or "Product" shall refer to the Smartwatch purchased or leased by the customer ("You" or "Your").
3. **Eligibility.** The Protection Plan is available to all new and existing Connect America customers who purchase or lease the Covered Product. You represent that the Covered Product is in proper operating condition at the start of the Protection Plan's coverage and that your account with Connect America is current and in good standing.
4. **Cost.** This Protection Plan costs \$5.00 per month for the Covered Product. This amount will be charged to You consistent with the payment terms of Your current Connect America Monitoring Agreement (monthly, quarterly, semi-annually or annually). This fee is subject to increase annually upon renewal.
5. **What is Covered.** This Plan covers one (1) replacement watchband for the Covered Product, with free shipping. This Plan also provides an extended warranty during the term of the Plan which covers all labor and parts necessary to repair or replace parts due to functional failures on warranted parts of the SmartWatch. Connect America, at its option, may replace Your Covered Product with one of like kind and quality; like kind and quality is determined by Connect America. Parts used to repair the Product may be new, remanufactured, or used at Connect America's sole discretion.
6. **Exclusions from Coverage.** This Protection Plan does not cover:
  - a. Service, maintenance, repair or replacement due to any loss resulting from use other than normal use and beyond Connect America's normal control such as: damage due to misuse and abuse;
  - b. Commercial use which is any use other than by a single individual use;

# MedicalAlert

- c. Any component or Product that has been opened, tampered with, repaired, or otherwise accessed by anyone other than an authorized representative of Connect America;
  - d. Coverage, components, products or items not specifically listed herein; and
  - e. Service, maintenance, repair or replacement outside of the Continental United States.
7. **Customer's Promises and Assurances.** To keep this Protection Plan in effect, You promise and assure:
- a. Full cooperation with Connect America customer service agents and authorized service providers during diagnosis and repair of the Covered Product;
  - b. That the Covered Product is not used for business or commercial purposes;
  - c. That You will keep Your account with Connect America in good standing;
  - d. To not mislead, defraud, or make any misrepresentation to Connect America;
  - e. To not falsify any related documents or records;
  - f. To fully disclose all relevant information and fully cooperate with Connect America regarding repair or replacement of the Product; and
  - g. Protect Your Covered Product from any further damage and follow the instructions in the owner's manual.
8. **Replacement.**
- a. Product Replacement. To request any Coverage offered in connection with Your Covered Product under this Protection Plan, contact Connect America Customer Service by telephone at 1-800-906-0872 or by e-mail at [techsupport@medicalalert.com](mailto:techsupport@medicalalert.com). To the extent applicable, Connect America will endeavor to send a replacement Product within 3-5 business days. You will be required to return the defective Product to the address provided to You by Connect America. Shipping will be provided by Connect America. You will not be charged a fee for Your replacement Product. However, if Connect America has provided You with a replacement Product and You fail to return the defective Product to Connect America, You will be assessed a fee.
  - b. Troubleshooting. Prior to replacement of a defective Covered Product, Connect America requires trouble-shooting with the Connect America Customer Service Department to verify failure. If Connect America determines, in its sole discretion, that the problem is not covered under this Protection Plan, no service, maintenance, repair or replacement will be offered.
  - c. Limitation on Replacement. Under this Protection Plan, Connect America permits replacement of one (1) watchband per year. Connect America reserves the right to terminate this Plan if it determines in its sole discretion that You have engaged in abuse or other improper conduct.
9. **Coverage Period.** Your coverage begins when Connect America receives your first Protection Plan payment, **and will automatically renew and continue consistent with the payment terms of Your current Connect America**

# MedicalAlert

**Monitoring Agreement payment cycle (monthly, quarterly, semi-annually or annually) until cancelled by You or terminated by Connect America.** The protections provided under this Protection Plan supersede any existing or other warranty.

10. **Cancellation.** You may cancel this Protection Plan at any time, at no cost to You, by contacting Connect America by telephone at 800-226-5400 or by e-mail at [customercare@medicalalert.com](mailto:customercare@medicalalert.com). Upon enrollment in the Protection Plan, You have seven (7) days to cancel without charge. Connect America may cancel the Protection Plan at any time. Should Connect America cancel the Protection Plan, Connect America will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation.
11. **Renewal.** Connect America will continue to bill You for the Protection Plan consistent with your payment cycle (monthly, quarterly, semi-annually or annually) at the then-current price until You notify Connect America of Your desire to cancel.
12. **Modification.** Terms of this Protection Plan may not be modified, except in writing by Connect America and You.
13. **Protection Plan Limitations.**
  - a. Non-Original Equipment Manufacturer and Remanufactured Parts. Replacement units with genuine factory parts will be used whenever possible; however, the use of non-original equipment manufacturer and remanufactured parts is allowed under this Protection Plan.
  - b. Limitation of Liability. To the extent permitted by applicable law, the liability of Connect America, if any, for any allegedly defective Covered Product or part shall be limited to replacement of the Product or part. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THE PROTECTION PLAN.
  - c. Damages. IN NO EVENT WILL CONNECT AMERICA BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS PROTECTION PLAN. Nor will Connect America be responsible for any damages caused by the Covered Product or other equipment or item, including but not limited to the failure of the Covered Product to work as intended.
  - d. Warranties. This Protection Plan is Your sole express warranty with respect to the Covered Product(s), including but not limited to, implied warranties of merchantability and fitness for a particular purpose which are hereby expressly excluded.
  - e. Non-Transferrable. This Protection Plan is non-transferrable.
14. **Arbitration Provision.**
  - a. As used in this Provision, "You" and "Your" mean the person or persons named in this Protection Plan, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean Connect America and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees or any or the foregoing entities. Any and all claims, disputes, or

# MedicalAlert

controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property or equitable claims) arising out of, relating to, or in connection with (i) this Protection Plan or any prior Protection Plan, and the purchase thereof; and (ii) the validity, scope, interpretation, or enforceability of this Provision or of the entire Agreement ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request, We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which You purchased this Protection Plan. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § I et seq. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision. This Provision shall inure to the benefit of and be binding on You and Us and this Provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Protection Plan. You agree that any arbitration proceeding will only consider Your Claims. Claims by or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

- b. YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS PROVISION NEITHER YOU NOR US WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

- 15. **State Variations.** The following state variations will control if inconsistent with any other provisions of this Plan.
  - a. Alabama, California, Hawaii, Maine, Maryland, Minnesota, Nevada, New Mexico, New York, South Carolina, Texas, Washington and Wyoming Residents. You may cancel this Plan within twenty (20) days of the receipt of these Terms and Conditions. If Connect America fails to refund the purchase price to you within thirty (30) days for California, New York, Missouri and Washington residents, within forty-five (45) days for Alabama, Hawaii, Maine, Maryland, Minnesota, Nevada, South Carolina, Texas and Wyoming residents, and within sixty (60) days for New Mexico residents, Connect America is required to pay you a penalty of 10% per month for the unpaid amount due and owing to you. The right to cancel and receive this penalty payment only applies to the original purchaser of the Plan and may not be transferred or assigned. The obligations of Connect

# MedicalAlert

America under this service contract are backed by the full faith and credit of Connect America.

- b. Arizona Residents. Connect America will not cancel or void this Plan due to preexisting conditions, prior use or unlawful acts relating to the Product or misrepresentation by Connect America. Connect America may cancel this Plan only in the event of fraud, material misrepresentation or non-payment by You. If You cancel this Plan, You will receive a pro rata refund based on the time remaining on Your Plan. No claims incurred or paid shall be deducted from the amount of the refund.
- c. California Residents. If you cancel within thirty (30) days, You will receive a full refund less the value of any service provided under the Plan.
- d. Connecticut Residents. The expiration date of this Plan shall automatically be extended by the duration that the Product is in Connect America's custody while being repaired. In the event of a dispute with Connect America about this Plan, you may contact the State of Connecticut, Insurance Department, P.O. Box 81, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the repair cost invoices, and a copy of this Protection Plan.
- e. Florida Residents. In the event You cancel this Plan, You shall receive a full refund less any claims paid or the cost of any repairs made. In the event Connect America cancels this Plan: (a) written notice of cancellation will be mailed to you no less than sixty (60) days before cancellation is effective and (b) You shall receive a refund equal to one hundred percent (100%) of the unearned prorata purchase price. The rate which is charged for this Plan is not subject to regulation by the Florida Office of Insurance.
- f. Georgia Residents. This Plan shall be non-cancelable by Connect America except for fraud, material misrepresentation, or failure to pay pursuant to this Plan. The cancellation shall be in writing and shall conform to the requirements of Georgia Code 33-24-44. You may cancel at any time upon demand and surrender of the Plan and Connect America shall refund the excess of the consideration paid for the Plan above the customary short rate for the expired term of the Plan. This Plan excludes coverage for pre-existing conditions only to the extent such damages or conditions are known to You or reasonably should have been known to You.
- g. Illinois Residents. You may cancel this Plan: (a) within thirty (30) days after its purchase if no service has been provided and receive a full refund of the Plan price or (b) at any other time and receive a pro rata refund of the Plan price for the unexpired term of the Plan, based on the number of elapsed months less the value of any service received.
- h. Nevada Residents. Connect America may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: (a) failure to pay the Plan price; (b) Your conviction of a crime which results in an increase in the service required under the Plan; (c) fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or (d) the discovery of an act or omission or a material change in the nature or extent of the service required under the Plan which occurs after the purchase of the Plan and substantially and

# MedicalAlert

materially increases the service required beyond that contemplated at the time of purchase. If Connect America cancels, You will receive a refund equal to the unearned pro rata Plan purchase price. This Plan does not provide coverage for pre-existing conditions for any covered component or Product that is subject to neglect, abuse or damage prior to issuance of this Plan.

- i. New Hampshire Residents. In the event you do not receive satisfaction under this Plan you may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416.
- j. New Mexico Residents. Connect America may not cancel this Plan once it has been in effect for seventy (70) days, except for the following conditions: (a) failure to pay the Plan purchase price; (b) Your conviction of a crime that results in an increase in the service required under the Plan; (c) fraud or material misrepresentation by You in purchasing the Plan or obtaining service; or (d) the discovery of an act or omission, or a violation of any condition of the Plan by You which substantially and materially increases the service required under the Plan.
- k. North Carolina Residents. The purchase of a Plan is not required in order to obtain financing for a Product. Connect America cannot cancel this Plan at its discretion other than for nonpayment by You or for a direct violation of this Plan by You.
- l. Texas Residents. Prior notice of cancellation is not required if the reason for cancellation is nonpayment of the Plan price, a material misrepresentation by You relating to the Covered Product or its use. Unresolved complaints or contract regulation questions may be addressed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, telephone number 512-463-2906 or 800-803-9202.
- m. Utah Residents. This plan is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Plan is not guaranteed by the Utah Property and Casualty Guarantee Association. This Plan may be cancelled by Connect America upon thirty (30) days written notice for the following reasons only: fraud, material misrepresentation, substantial change in the risk assumed, unless Connect America should reasonably have foreseen the change or contemplated the risk when entering into the agreement. This Plan does not provide coverage for pre-existing conditions for any Product that is subject to neglect, abuse or damage prior to issuance of this Plan.
- n. Washington Residents. In the event Connect America cancels the Plan, Connect America will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation.
- o. Wyoming Residents. In the event Connect America cancels the Plan, prior notice is not required if the reason for cancellation is nonpayment of the Plan fee, a material misrepresentation by You or a substantial breach of duties by You relating to the Covered Product or its use. The notice will state the effective date of the cancellation and the reason for the cancellation.