



CAREGIVER AGREEMENT

This Agreement ("Agreement") is between SafetyNet Tracking Systems with its principal place of business at 110 K Street, Suite 330 Boston, Massachusetts 02127 ("SafetyNet") and the caregiver identified below ("Caregiver"), (each known as "Party" or collectively as the "Parties").

Client and Caregiver Information

Name of Client: _____

Address of Client: _____

Phone Number(s): Home: _____ Cell: _____

Name of Caregiver: _____

Relationship to Client: _____

Address of Caregiver: _____

Phone Number(s): Home: _____ Cell: _____

Caregiver Email(s): _____

Third Party Client Management Provider (CMP) (see Section 9 below)? YES: _____ NO: _____

If Yes, who/what entity is the CMP? _____

Payment Method:

1. Purchase? YES / NO If yes, amount: \$ _____

2. Lease? YES / NO If yes, Enrollment Fee \$ _____ Monthly Service Fee \$ _____ (or) Annual Service Fee \$ _____

3. Third Party Funding? YES / NO If Yes, who: _____

In consideration of the mutual promises and obligations contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. **CAREGIVER AUTHORIZATION TO ACT-** Caregiver represents and warrants that he/she is the legally authorized representative of the client identified above ("Client") with full power and authority to enter into this Agreement on behalf of himself/herself and the Client and to enroll the Client in the SafetyNet Service. Caregiver agrees that the SafetyNet Service is personal to the Client named in this Agreement and agrees not to use the SafetyNet Service for any other person or in violation of this Agreement or any laws.

2. **CLIENT ELIGIBILITY REQUIREMENTS-** Caregiver represents and warrants that Client meets the following eligibility requirements and that he/she will immediately notify SafetyNet if Client no longer meets one or more of the requirements listed in a-d below:

- a. Client has been diagnosed with a cognitive impairment;
- b. Client does not drive a motor vehicle;
- c. Client does not take public transportation without supervision; and
- d. Client is under constant supervision and monitoring by a responsible person to: (1) prevent or reduce the risk of wandering; and (2) ensure the immediate reporting of a missing Client to 911 (or the appropriate public safety agency in the area where the Client went missing) and then to SafetyNet.

Required information about the Caregiver and Client, including a recent photo of Client, must be provided with this Agreement and at least every 12 months or earlier if such information or the Client's appearance changes.

3. **SAFETYNET SERVICE AND START DATE-** SafetyNet Service consists of radio frequency based locator equipment provided to Caregiver/Client and the SafetyNet database with Caregiver and Client information. This database is accessible to SafetyNet and authorized public safety personnel and may aid public safety personnel in locating missing Clients in SafetyNet Coverage Areas. The SafetyNet Service starts on the date when all of the following has been completed ("START DATE"):

- a. SafetyNet received a properly completed and signed copy of this Agreement;
- b. SafetyNet received a properly completed and signed copy of the Payment Authorization Form, which is incorporated herein by reference;
- c. Appropriate Fees, as indicated above, plus any applicable taxes and shipping fees have been paid; AND
- d. **THE CAREGIVER OR IF APPLICABLE, THE THIRD PARTY CLIENT MANAGEMENT PROVIDER ("CMP"), CALLED SAFETYNET TO CONFIRM RECEIPT AND PLACEMENT OF THE EQUIPMENT ON CLIENT, TO VERIFY THE SAFETYNET BRACELET TRANSMITTER RADIO FREQUENCY AND IDENTIFICATION ("ID") NUMBERS AND TO START SAFETYNET SERVICE.**

4. **SAFETYNET COVERAGE AREA; RANGE OF SERVICE-** Caregiver acknowledges and understands that the SafetyNet Service is not available everywhere and is only available in certain geographical coverage areas ("Coverage Areas"). Caregiver also acknowledges and understands that the range of SafetyNet Service within Coverage Areas is typically up to one mile between the SafetyNet tracking equipment used by public safety personnel and the SafetyNet bracelet worn by the missing client for ground search and rescue ("Range of Service"). Further, Caregiver has reviewed the SafetyNet Coverage Area limitations by visiting www.safetynettracking.com or calling SafetyNet Customer Service at 877-434-6384 for current Coverage Area information and has determined that SafetyNet Service is appropriate for Client.

5. **SERVICE IS AN AID – NOT A GUARANTEE-** Caregiver understands and agrees that SafetyNet and/or the SafetyNet Service:

- a. Is designed only as an additional aid to Caregiver/Client and public safety personnel for tracking and locating missing Clients and cannot predict, prevent or report that Client has wandered away from the Caregiver or responsible party and is not guaranteed to prevent any loss, injury or death;
- b. Does not replace Caregiver's responsibility to provide constant supervised care and protection from wandering for Client and to use additional methods to alert Caregiver and locate Client, if Client is missing;

- c. Is not responsible for any search and rescue and does not assume any duty or liability for search and rescue;
- d. Cannot assure that public safety search and rescue personnel trained by SafetyNet will be available to use the SafetyNet Service equipment to search for the missing Client;
- e. Does not warrant, represent or guarantee that a missing Client will be found as a result of participation in the SafetyNet Service; and
- f. Depends on several factors for successful tracking and locating of a missing Client, including but not limited to, the missing Client being in a SafetyNet Coverage Area when missing, Client being within the Range of Service, sufficient transmission of the SafetyNet equipment's radio frequency without interference, Client wearing the SafetyNet bracelet at all times, Caregiver and Client properly maintaining the bracelet in working order and availability of public safety search and rescue personnel.

6. **ACTION IF CLIENT IS MISSING-** If Client goes missing, Caregiver must immediately:
- A. **REPORT CLIENT MISSING TO 911 OR THE APPROPRIATE PUBLIC SAFETY AGENCY IN THE AREA WHERE THE CLIENT WENT MISSING;**
 - B. **NOTIFY PUBLIC SAFETY AGENCY THAT CLIENT IS WEARING A SAFETYNET RADIO FREQUENCY BRACELET AND PROVIDE THE BRACELET'S RADIO FREQUENCY AND IDENTIFICATION NUMBER TO USE FOR TRACKING PURPOSES; AND**
 - C. **CALL SAFETYNET AT 877-434-6384 TO REPORT THE CLIENT MISSING.**

IMMEDIATE REPORTING OF A MISSING CLIENT IS CRITICAL TO SEARCH AND RESCUE OPERATIONS.

7. **COLLECTION, USE AND DISCLOSURE OF CAREGIVER/CLIENT INFORMATION-** Caregiver represents and warrants that Caregiver is authorized by Client or other legal authority to provide all Client information required by this Agreement and all such information, including personal information of Caregiver and Client, has been voluntarily given and is true and accurate to the best of Caregiver's knowledge. Caregiver authorizes SafetyNet to store and use all such personal information, including a photograph of Client, and to disclose either orally, in writing or by electronic transfer any or all such information to public safety personnel in connection with the provision of the SafetyNet Service. **Caregiver agrees to immediately notify SafetyNet of changes in Caregiver and Client's personal information and to provide a new photo of Client every 12 months during the term of this Agreement.**

8. **INTERACTIONS WITH SAFETYNET-** Caregiver consents to SafetyNet recording and monitoring conversations between Caregiver and SafetyNet representatives. In addition, SafetyNet representatives may remain on the line if SafetyNet conferences in a third party related to the SafetyNet Service. SafetyNet may also randomly monitor Caregiver's interactions with SafetyNet's automated services for quality improvement purposes. SafetyNet is not required to release any audio or physical records that are created as part of the SafetyNet Service without a subpoena whether requested by Caregiver or any third party (unless otherwise required by law).

9. **SAFETYNET EQUIPMENT and EQUIPMENT DELIVERY-** SafetyNet equipment includes, but is not limited to, bracelet transmitter, bracelet transmitter batteries, bracelet straps and bracelet transmitter tester. Caregiver acknowledges that SafetyNet has third party Client Management Provider Agreements in place in certain SafetyNet Service Coverage Areas which require that a third party Client Management Provider deliver SafetyNet equipment to the Caregiver/Client directly. If the Client Management Provider question set forth under the "Caregiver and Client Information" section

on the first page of this Agreement is checked "YES", Caregiver/Client acknowledges and agrees that the initial shipment and possibly ongoing SafetyNet equipment and supplies will be shipped to and delivered by a third party Client Management Provider to Caregiver/Client. Caregiver may contact SafetyNet, if they have any questions as to whom ongoing equipment and supplies will be shipped to. If the Client Management Provider question set forth under the "Caregiver and Client Information" section on the first page of this Agreement is checked "NO", SafetyNet shall ship the initial and ongoing SafetyNet equipment and supplies directly to Caregiver. Ongoing supplies, including but not limited to transmitter batteries and bracelet straps are shipped at regular intervals in accordance with equipment use and maintenance requirements specified below or as communicated to Caregiver from time to time.

IMPORTANT: Caregiver must call SafetyNet at 877-434-6384 upon receipt of the initial shipment of equipment to verify the radio frequency and identification numbers of the SafetyNet bracelet transmitter and to review emergency procedures and to start Service. Caregiver must also call SafetyNet to verify the radio frequency and identification numbers for any bracelet transmitters that are provided to them subsequent to the initial bracelet transmitters.

- 10. USE AND MAINTENANCE OF EQUIPMENT-** Caregiver is responsible for ensuring that the SafetyNet equipment provided to him/her is used and maintained in accordance with instructions provided herein and in other materials provided with the SafetyNet Service. **The bracelet transmitter must be tested daily to ensure it is in good working order.** In addition, the bracelet straps and batteries must be changed as needed but no less than every 6 months after placement of the straps and batteries in SafetyNet Service with Caregiver/Client. Caregiver shall not permit tampering, modification or interference with the SafetyNet equipment.
- 11. LOST, DAMAGED or INOPERABLE EQUIPMENT-** Caregiver must notify SafetyNet immediately at 877-434-6384, if the bracelet transmitter or other SafetyNet equipment is lost, damaged or inoperable and follow SafetyNet's instructions for obtaining a replacement bracelet or other SafetyNet Service equipment. Caregiver will be liable for the cost of replacing inoperable equipment not covered under the Limited Warranty and any lost or damaged SafetyNet Service equipment. Replacement costs shall include equipment costs, applicable taxes and shipping and handling costs at the prices/rates in effect at the time of the replacement.
- 12. FEES-** Caregiver agrees to pay SafetyNet the selected Purchase, Lease, Service and other Fees as set forth above and any other fees due hereunder, including but not limited to, taxes, shipping and handling fees, and cost of replacement equipment. The Purchase Fees shall be due in full upon purchase/enrollment and in the case of Lease, the Enrollment Fee and the first month of Service Fee shall be due upon enrollment. If Annual payment is selected, payment in full for the Enrollment Fee and Annual Fee shall be due in full upon enrollment. Enrollment under the Lease option requires a one year (12 Month) commitment of fees. All other fees will be due when they are incurred. All fees are subject to change by SafetyNet upon 30 days advance written notice to Caregiver.
- 13. PAYMENT METHOD-** Caregiver agrees to submit a signed Payment Authorization Form to SafetyNet with a valid credit card, debit card or bank account information or other form of payment approved by SafetyNet for all fees due hereunder and hereby authorizes SafetyNet to charge Purchase Fee, Enrollment Fee, Monthly Service Fee, Annual Enrollment Fee, Replacement Equipment Fees, shipping and handling fees, applicable taxes and all other fees set forth in this Agreement against the payment method on file for Caregiver. The signed Payment Authorization Form is hereby incorporated in this Agreement by reference.

- 14. THIRD PARTY PAYERS**- Caregiver may arrange with a third party for the third party to pay Caregiver's financial obligations under this Agreement. In such case, SafetyNet shall invoice/charge the third party payer for applicable fees including, but not limited to, the various and pertinent fees described in #13 above. SafetyNet shall send written notice to the Caregiver if the third party payer fails to pay any fees due and Caregiver shall pay any such fees within 30 days of SafetyNet sending such notice to Caregiver.
- 15. PAST DUE FEES**- Payment is considered past due if not received by SafetyNet within 15 days after the due date. SafetyNet may impose a late fee of \$15 per month on any account past due. SafetyNet may also charge Caregiver bank fees for non-sufficient fund payments or payment denied requests.
- 16. TERM OF AGREEMENT**- This Agreement is effective on the date signed by Caregiver (the "Effective Date") and shall continue in effect until terminated in accordance with the terms and conditions set forth in Section 17 below (the "Term").
- 17. TERMINATION OF SAFETYNET SERVICE AND AGREEMENT**- Upon the date of termination of the SafetyNet Service, SafetyNet Service will be deactivated and no longer available for search and rescue, if Client is missing. Deactivation includes marking the Caregiver's account and the Client's profile inactive in the search and rescue database. The SafetyNet Service and this Agreement immediately terminate upon the occurrence of any one of the following situations:
- a. SafetyNet Service is terminated by Caregiver calling SafetyNet at 877-434-6384 to terminate the SafetyNet Service at any time;
 - b. SafetyNet learns that Client no longer meets the eligibility requirements specified in Section 2 of this Agreement and provides 30 day advance written notice of termination of the SafetyNet Service to Caregiver;
 - c. Caregiver (or a third party paying for the SafetyNet Service on behalf of Caregiver/Client) fails to timely pay any SafetyNet fees when due and Caregiver fails to pay any past due fees within 30 days of SafetyNet sending Caregiver written notice of such failure to pay and advance notice of termination; or
 - d. SafetyNet suspends, terminates or discontinues the SafetyNet Service, for any other reason and provides 30 day advance written notice of termination of the SafetyNet Service to Caregiver.

Caregiver agrees that any notices required under this Section shall be deemed valid on the date of mailing to Caregiver's address on file with SafetyNet at the time of mailing.

18. LIMITED WARRANTY-

- a. **Warranty Period**- This warranty starts on the SafetyNet Service Start Date (defined above) (Warranty Start Date) and continues in effect until the earlier of (a) 1 year from the Warranty Start Date or (b) termination of the SafetyNet Service and this Agreement (Warranty Period).
- b. **What is Covered**- SafetyNet Tracking Systems ("Warrantor") warrants to Caregiver that if the SafetyNet bracelet transmitter malfunctions or fails under normal use during the Warranty Period due to a defect in factory supplied materials or factory workmanship, Warrantor will, at Warrantor's sole option, repair or replace it without charge. This is the sole remedy under this Warranty.
- c. **What is Not Covered**- This Warranty does not cover:
 - i. Bracelet transmitter batteries and bracelet straps or any other SafetyNet equipment other than the bracelet transmitter as stated in "What is Covered";

- ii. Lost or damaged bracelet transmitters however caused including but not limited to negligence, mistake, accident, vandalism, misuse, abuse, water, fire, flood, lightning or other acts of God or casualty (including electricity), violation of the activation, maintenance, and use requirements, or improper assembly and/or placement of the equipment in service by the Caregiver;
- iii. Unauthorized or attempted unauthorized repair service, modification or tampering with the bracelet transmitter.

d. Warranty Claims Procedure

If during the Warranty Period, the bracelet transmitter malfunctions or fails and Caregiver believes it is due to a manufacturing defect in factory supplied materials or factory workmanship, please call Warrantor at 877-434-6384 between 8:30 a.m. and 5:00 p.m. EST for instructions on filing a claim and returning the bracelet transmitter to Warrantor. Warrantor will respond to Warranty claim calls within 2 business days of receiving the call.

e. No Other Warranties

EXCEPT AS EXPRESSEDLY SET FORTH ABOVE AND AS OTHERWISE REQUIRED BY LAW, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED. THE DURATION OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE ON THE SAFETYNET BRACELET TRANSMITTER SHALL BE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. WARRANTOR SHALL NOT BE LIABLE TO CAREGIVER OR ANY THIRD PARTY FOR ANY LOSS, INCONVENIENCE OR DAMAGE WHETHER DIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

THIS WARRANTY GIVES CAREGIVER SPECIFIC LEGAL RIGHTS AND CAREGIVER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO CAREGIVER.

19. INDEMNITY- CAREGIVER ON BEHALF OF CAREGIVER, CLIENT, THEIR SUCCESSORS, HEIRS, ESTATES, REPRESENTATIVES, INSURERS, AGENTS AND ASSIGNS, AGREES TO INDEMNIFY AND HOLD HARMLESS SAFETYNET, AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY CLAIMS, SUITS, ACTIONS, LOSSES, COSTS, DAMAGES, AND ANY OTHER LIABILITIES, INCLUDING ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF CAREGIVER'S/CLIENT'S USE OR MISUSE OF THE SAFETYNET SERVICE OR ANY BREACH BY CAREGIVER OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. SAFETYNET RESERVES THE RIGHT, AT CAREGIVER'S EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH CAREGIVER IS REQUIRED TO INDEMNIFY SAFETYNET, AND CAREGIVER AGREES TO COOPERATE WITH SAFETYNET'S DEFENSE OF THESE CLAIMS. THE PARTIES AGREE THAT THERE ARE NO THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.

20. LIMITATION OF LIABILITY- CAREGIVER, ON BEHALF OF CAREGIVER, CLIENT AND THEIR SUCCESSORS, HEIRS, ESTATES, REPRESENTATIVES, INSURERS, AGENTS AND ASSIGNS, ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL SAFETYNET OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO CAREGIVER, CLIENT OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CAREGIVER'S USE OF THE SAFETYNET SERVICE, EVEN IF SAFETYNET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL SAFETYNET'S TOTAL LIABILITY FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CAREGIVER'S USE OF THE SAFETYNET SERVICE (WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED \$1,000.00.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. IN SUCH CASES, CAREGIVER AGREES THAT SAFETYNET'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

21. **EXCULPATORY CLAUSE**- THE PARTIES AGREE THAT SAFETYNET IS NOT AN INSURER AND NO INSURANCE COVERAGE IS OFFERED HEREIN. CAREGIVER UNDERSTANDS THAT THE SAFETYNET SERVICE IS NOT GUARANTEED TO PREVENT ANY LOSS, INJURY OR DEATH AND THAT THERE MAY BE CIRCUMSTANCES WHEN CLIENT CANNOT BE LOCATED WITH THE SAFETYNET SERVICE.
22. **ASSIGNMENT**- SafetyNet shall have the right to transfer or assign this Agreement in full or in part. This Agreement and the SafetyNet Service provided hereunder are not assignable directly or indirectly by Caregiver or any third party acting on Caregiver's behalf.
23. **FULL AGREEMENT**- This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether written or oral, related to the subject matter of this Agreement.
24. **WAIVER**- Any waiver by a Party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
25. **NOTICES**- Except as otherwise expressly provided herein, any notice or other communication required or permitted hereunder shall be in writing and shall be effective upon receipt when delivered in person, sent by a reputable overnight carrier or mailed, postage prepaid, to the other Party at its address set forth herein or such other notice address as specified in writing by a Party.
26. **SURVIVAL**- Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive termination of this Agreement.
27. **SEVERABILITY**- If any provision of this Agreement or portion thereof is declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in effect and shall be enforceable to the fullest extent permitted by law.
28. **LEGAL ACTION**- Any action under this Agreement must be commenced within one year of the accrual of the cause of action or shall be barred forever. All actions or proceedings against SafetyNet must be based on the provisions of this Agreement. Any other action that Caregiver may have or bring against SafetyNet in respect to other services rendered in connection with this Agreement shall be deemed to have merged in and be restricted to the terms and conditions of this Agreement.

29. **GOVERNING LAW**- This Agreement shall be governed and interpreted by the laws of The Commonwealth of Massachusetts without regard to its principles of conflicts of laws.

30. **VENUE**- Any litigation arising from or relating to this Agreement shall be filed and prosecuted before a court of competent subject matter jurisdiction located in Massachusetts. The Parties hereby consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on any alleged lack of jurisdiction or any alleged inconvenience, inefficiency or unfairness of such courts.

31. **WAIVER of CLASS ACTION LAWSUIT AND/OR JURY TRIAL**- Caregiver, on behalf of Caregiver, Client and their successors, heirs, estates, representatives, insurers, agents and assigns, agree that: (a) they will only sue SafetyNet as an individual and will not file a class action against SafetyNet or participate in a class action against SafetyNet; and (b) THE PARTIES waive trial by jury in any action between them to the fullest extent permitted under applicable law.

CAREGIVER ACKNOWLEDGES THAT UPON THE DATE OF TERMINATION OF THE SAFETYNET SERVICE, THE SAFETYNET SERVICE WILL BE DEACTIVATED AND NO LONGER AVAILABLE FOR SEARCH AND RESCUE, IF CLIENT IS MISSING. DEACTIVATION, INCLUDES MARKING THE CAREGIVER'S ACCOUNT AND THE CLIENT'S PROFILE INACTIVE IN THE SEARCH AND RESCUE DATABASE.

By signing below, Caregiver represents and warrants that he/she is authorized to enter into this Agreement and that he/she read, understands and agrees to its terms and conditions.

Caregiver Signature: _____

Print Caregiver Name: _____

Date: _____