



BioSensics™

Innovative Research Realized

ActivePERS™

Medical Alert and Activity Monitoring

Terms and Conditions

ActivePERS™ STANDARD TERMS AND CONDITIONS OF USE

PLEASE READ THIS TERMS AND CONDITIONS OF USE AGREEMENT CAREFULLY BEFORE STARTING TO USE ActivePERS. It contains important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

By using ActivePERS, you accept, without limitation or qualification, these terms and conditions of use. BioSensics may change the terms and conditions at any time, with full discretion, and without notice. Your continued use of ActivePERS shall be considered your acceptance of the revised Agreement. The current version of ActivePERS Terms and Conditions can be accessed at www.activepers.com/terms.

ACTIVEPERS IS NOT A SUBSTITUTE FOR 9-1-1 (USA) OR YOUR LOCAL EMERGENCY TELEPHONE LINE SERVICE. IN THE EVENT OF A CRITICAL EMERGENCY, ALWAYS CONTACT 9-1-1 (USA) OR YOUR LOCAL EMERGENCY TELEPHONE NUMBER. The service will only work if ActivePERS and your smart phone are charged and turned on, within Bluetooth range of each other, and if your smart phone has network access.

CAUTION: To reduce the risk of strangulation, ActivePERS™ neck cords are designed to break apart under certain conditions. However, it is impossible to eliminate this risk completely. Any cord worn around the neck can pose a risk of serious injury and/or strangulation, including the possibility of death. Such risks are enhanced for ActivePERS™ users who also use wheelchairs, walkers, beds with guard rails, or who might encounter other protruding objects upon which the cord can be tangled.

2. WARNING TO USERS WITH PACEMAKERS OR IMPLANTABLE CARDIOVERTER-DEFIBRILLATORS (ICDS)

ActivePERS LANYARD CLASP CONTAINS A RARE EARTH (NDFEB) MAGNET. NDFEB MAY INTERFERE WITH THE FUNCTION OF CARDIAC PACEMAKERS AND IMPLANTABLE CARDIOVERTER-DEFIBRILLATOR (ICDS). INDIVIDUALS WITH SUCH DEVICES SHOULD EXERCISE CAUTION WHEN WEARING ACTIVEPERS AND KEEP THE LANYARD CLASP BEHIND THE NECK AREA AT ALL TIMES.

3. ACTIVEPERS MOBILE APPLICATION

You must have the most current version of the Mobile Application to ensure that it is working properly. It is your responsibility to periodically check the Google Play Store and www.activepers.com to determine

if you have the most current version of the Application. In addition, you are solely responsible for the accuracy of your contact's phone number in ActivePERS mobile application. You agree NOT to attempt to add 9-1-1 or your local emergency telephone number as a Contact in ActivePERS mobile application.

Any usage of ActivePERS mobile application will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use ActivePERS. The Mobile Application provided is subject to all of the terms set forth in this Terms and Conditions agreement. BioSensics does not warrant that: (i) the Application will be constantly available; (ii) that the information in the Application is complete, true, accurate, or (iii) that the Application is free of defects or errors.

4. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

The use of ActivePERS is entirely at your own risk and in no event shall BioSensics be liable (whether under the law of contracts, torts or otherwise) for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other monetary or other damages, fees, fines, penalties or liabilities (collectively 'damages') whatsoever arising out of or relating to the usage of ActivePERS. Your sole and exclusive remedy for dissatisfaction with the application is to stop using the product.

You agree to defend, indemnify and hold BioSensics, its affiliates, their respective officers, directors, employees, representatives and agents (collectively the “Company Parties”) harmless from and against any claims, actions, demands, liabilities, judgments, and settlements, including without limitation, reasonable legal fees resulting from or alleged to result from your use of this application.

5. DISCLAIMER OF WARRANTIES

We make no representation or warranty, either expressly or tacitly, for the completeness and correctness of ActivePERS and its associated services. The use of ActivePERS and content 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 while using ActivePERS. We make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to ActivePERS, and we assume no liability or responsibility of any kind for omissions or errors in ActivePERS service. To the fullest extent permitted by law, we disclaim all warranties, express or implied, statutory or otherwise. We and our affiliates make no representations or warranties about the accuracy, reliability, completeness including error or omissions, currentness or timeliness of content, software, text,

graphics, links, or communications provided on or through the use of the service. ActivePERS and its associated services are provided on an “as is” and “as available” basis without any warranties of any kind. THE COMPANY PARTIES DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD- PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

In no event shall any Company Party be liable for any damages whatsoever resulting from the use or inability to use the device and the content, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if a Company Party has been advised of the possibility of such damages.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, the liability of the company parties shall be limited to the greatest extent permitted by law.

6. NOT MEDICAL ADVICE

ActivePERS and its mobile application, including any activities or maneuvers performed using the product, the results and analyses thereof, and materials appearing on the mobile device, are provided to you for informational purposes only and DO NOT CONSTITUTE MEDICAL ADVICE. Always consult with your physician or other qualified healthcare provider before embarking on a new fitness or exercise program. If you have any specific questions about these matters you should consult your doctor or other healthcare provider. If you think you may be suffering from any other medical condition you should seek immediate medical attention. We do not guarantee the accuracy of activity data. Activity data is not intended for diagnostic purposes and is only informational.

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materials contained on ActivePERS mobile application. This mobile application has not been evaluated by the FDA. This product is not intended to diagnose, treat, cure or prevent any disease.

7. YOUR PRIVACY

For a complete description of our Privacy Policies, please visit <http://www.activepers.com/policy/>, or you can contact us to request a copy. We may update our Privacy Statements at any time and without notice. ActivePERS collects information about your location, activity, and usage of the service on a periodic or regular basis. You agree that we can, subject to applicable laws, use this information to manage your account, conduct analysis and research, comply with legal requirements, prevent fraud or misuse of our services, and protect our rights.

8. USE AND PROHIBITED USE RESTRICTIONS

You may use ActivePERS only for your own personal, non-commercial use. You agree not to use ActivePERS for any fraudulent, unlawful, or abusive purposes, or in any way that interferes with our provision of services to other customers. You are strictly prohibited from, and agree that you will not, adapt, edit, change, modify, transform, publish, republish, distribute, or redistribute ActivePERS Mobile Application or

the material on ActivePERS Mobile Application without BioSensics prior written consent. You agree not to use any automated data collection methods, data mining, robots, scraping or any data gathering methods of any kind on ActivePERS Mobile Application.

9. OWNERSHIP OF INTELLECTUAL PROPERTY AND LIMITED LICENSE

All intellectual property to this Application, including all Application material, is protected by copyright, trademark, or patent laws, and is owned exclusively by BioSensics. Intellectual property, includes, but is not limited to, computer or software code, scripts, design elements, graphics, interactive features, artwork, text communication, and any other content that may be found on or in the Application. All trademarks, service marks and trade names are owned, registered and/or licensed by BioSensics. BioSensics does not grant the user any other rights whatsoever in relation to this Application or the material on this Application. All rights are expressly reserved by BioSensics.

10. ENFORCEMENT OF COPYRIGHT AND PROTECTION OF INTELLECTUAL PROPERTY

If BioSensics discovers that you have used its copyrighted or other protected materials in contravention of the terms of the license above,

BioSensics may bring legal proceedings against you, seeking monetary damages and an injunction against you. You could also be ordered to pay legal fees and costs. If you become aware of any use of BioSensics copyright or protected materials that contravenes or may contravene the terms of the license above, immediately report this by email to info@biosensics.com or by first-class mail to BioSensics, LLC, 42 Pleasant Street, Watertown, Massachusetts 02472.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Massachusetts, excluding its choice of law rules. All disputes relating to this Agreement shall be settled in the courts located within the county of Middlesex, in Massachusetts. The parties submit to personal jurisdiction within the State of Massachusetts. If you and we have a disagreement related to ActivePERS or the validity of these terms and conditions of use, we will try to resolve it by talking with each other. If we cannot 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 is 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.

12. OUR RELATIONSHIP WITH YOU

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

13. 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.

14. 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 BioSensics. 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 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.

15. SEVERABILITY CLAUSE

If any provision of this Agreement is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this Agreement.

16. HEALTH AND SAFETY INFORMATION

A. Regulatory agency identifications

For regulatory identification purposes, your product is assigned a model number of AP004, an FCC ID of 2AA5HAP004, and an IC ID of 22184-AP004

B. Federal Communication Commission Interference Statement

1. 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.

2. 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 of the following measure:

- 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.

17. FCC INFORMATION

This device complies with Industry Canada license-exempt RSS standard(s). Operation is subject to the following two conditions: (1) this device may not cause interference, and (2) this device must accept any interference, including interference that may cause undesired operation of the device.

Le présent appareil est conforme aux CNR d'Industrie Canada applicables aux appareils radio exempts de licence. L'exploitation est autorisée aux deux conditions suivantes : (1) l'appareil ne doit pas produire de brouillage, et (2) l'appareil doit accepter tout brouillage radioélectrique subi, même si le brouillage est susceptible d'en compromettre le fonctionnement.

18. FCC and IC Radiation Exposure Statement

This portable equipment with its antenna complies with FCC's and IC's RF radiation exposure limits set forth for an uncontrolled environment. To maintain compliance follow the instructions below:

1. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.
2. Avoid direct contact to the antenna, or keep contact to a minimum while using this equipment.

Changes or modifications not expressly approved by BioSensics LLC could void the user's authority to operate the equipment.

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Designed in Massachusetts by BioSensics. Assembled in the USA. US Patents #8,206,325, #9,005,141, and other patents pending.