

Pioneer Emergency Customer Activation Form

Please fax completed form to (858)793-9933

1. Client Information

Name _____

Address _____

City _____ State _____ Zip _____

Premise Phone Number _____

2. Hospital Preference:

Name _____

Address _____

Phone Number _____

3. Basic Medical History (Please be general)

4. Allergies

5. Doctor (Doctor will be notified in event of an emergency)

Name _____ Phone Number _____

Practice _____

6. Bill To:

Name _____ Phone Number _____

Address _____

City _____ State _____ Zip _____

7. **Contact List**

Name _____ Relationship _____

Home Number _____ Work Number _____

Cell Number _____

Comments: _____

Name _____ Relationship _____

Home Number _____ Work Number _____

Cell Number _____

Comments: _____

Name _____ Relationship _____

Home Number _____ Work Number _____

Cell Number _____

Comments: _____

Name _____ Relationship _____

Home Number _____ Work Number _____

Cell Number _____

Comments: _____

Pioneer Security Services, Inc.
991 Lomas Santa Fe Drive, C415
Solana Beach, CA 92075
1-800-274-8274
ACO 3959

FAX THIS SIGNED FORM TO (858) 793-9933

Personal Emergency System Monitoring Agreement

THIS AGREEMENT is made this _____ day of _____, 20____, by and between Pioneer Emergency Response Services, a division of Pioneer Security Services, Inc. a California corporation, herein ("PERS"), and

CLIENT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

EMAIL: _____

Client (sometimes referred to as "you" or "me") has rented the Bodyguard personal emergency system (the "System") from PERS (sometimes referred to as "us" or "we"). PERS will ship or cause the System to be shipped to you provide monitoring services for the System in accordance with the terms of this Agreement. A copy of this Agreement, signed by PERS, may be included with the shipped System. The System is designed to be self installed and PERS generally does not provide installation of the System per this Agreement. See your instruction sheet for installation instructions and assistance. Assistance may also be available on our Website at www.pioneeremergency.com. If you have downloaded this Agreement from our Website, you hereby represent and warrant that you have not made any changes to the pre-printed text. You further agree that if you make any such changes, that they are null, void and ineffective and this Agreement shall be construed as if such changes had not been made. This Agreement consists of this page, the following pages entitled "Additional Terms and Conditions" and the Client Information Form. Buyer understands and agrees that PERS's duties and obligations to provide the System, monitoring and any other services arise solely and exclusively out of this Agreement and not otherwise. If anyone other than Buyer is the user of the System (the "User"), such User is a third party beneficiary to this Agreement and is bound by all of the terms herein, including PERS's disclaimer of warranties and limitation of liability.

1. SERVICES.

During the term of this Agreement we will monitor the System in accordance with the provisions set forth herein. The System is intended to be used only for medical and similar personal emergencies and the police or sheriff will not be notified if we receive a signal from the System. MONITORING SERVICE WILL NOT BEGIN AND WE WILL HAVE NO OBLIGATION TO NOTIFY EMERGENCY PERSONNEL OR OTHER PERSONS ON YOUR CLIENT INFORMATION FORM UNTIL WE HAVE RECEIVED AND

PROCESSED (1) A COPY OF THIS AGREEMENT SIGNED BY YOU; (2) YOUR PAYMENT FOR THE FIRST 6 MONTHS SERVICE; (3) YOUR COMPLETED CLIENT INFORMATION FORM; AND (4) TEST SIGNALS FROM THE SYSTEM.

2. SYSTEM.

During the original and all renewal terms of this agreement, the System remains the property of PERS. At the end of this Agreement, you must return the System to PERS in good operating condition. If you fail to do so, you will be fully liable for the full value of the System in the sum of \$300.00. You agree that if you fail to return the System within 10 days following the end of this Agreement, PERS may debit your account for \$300.00 or bill you for the same, and you agree to promptly pay such bill.

3. PAYMENT AND TERMS.

For monitoring service, you agree to pay to PERS, the sum of \$34.95 per month, billed and payable semi-annually in advance. The original term is 6 months and renews semi-annually thereafter unless terminated as set forth below. You will receive your invoice approximately 30 days before the beginning of the service period and payment is due before the service period begins. Either party may terminate this Agreement at the end of the original term or any renewal term by giving the other party not less than 30 days advanced written notice.

You agree to pay all sales, service, property, use and local taxes; any ambulance or paramedic charges or fees; and any permit fees, telephone charges, return check charges, or late charges, if applicable, whether imposed on you or us. We shall have the right, at any time, to increase the services fee to reflect any additional or increased taxes, licenses, permits, fees or charges which may be charged to us by any utility or governmental agency or private response agency relating to the monitoring service and you agree to pay the same.

4. THE SERVICE HAS CERTAIN LIMITATIONS. IN CONSIDERATION FOR THE PROVISION OF THIS SERVICE, YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT OR WARRANT THAT THE MONITORING SERVICE WILL PREVENT DEATH, BODILY OR PERSONAL INJURY, OR ANY OTHER INJURY OR DAMAGE TO YOU OR OTHERS WHO USE THE SYSTEM. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF OUR RESPONSE, AND WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED. YOU FURTHER UNDERSTAND THAT WE MAY BE NEGLIGENT IN PROVIDING THE SERVICE, AND MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF AN EMERGENCY SIGNAL FROM THE SYSTEM, OR THAT THE SYSTEM MAY FAIL TO FUNCTION PROPERLY. YOU AGREE THAT IF WE WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU PURSUANT TO SECTION 14 OF THIS AGREEMENT, WE COULD NOT AND WOULD NOT PROVIDE THE SERVICE. YOU ACKNOWLEDGE THAT YOU SHOULD OBTAIN ANY LIFE, MEDICAL OR DISABILITY INSURANCE FOR THE PROTECTION OF YOURSELF AND OTHERS WHO MAY USE THE SYSTEM. YOU UNDERSTAND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE AND YOU HAVE SELECTED THIS SERVICE WITH A FULL UNDERSTANDING OF ITS LIMITATIONS AND THE LIMITATION OF OUR LIABILITY.

I (WE) ACKNOWLEDGE AND AGREE THAT: (I) THIS AGREEMENT WAS NEGOTIATED AND

EXECUTED SOLELY BY MEANS OF FACSIMILE, MAIL, TELEPHONE AND/OR INTERNET COMMUNICATIONS AND WAS NOT NEGOTIATED BETWEEN THE CLIENT AND A PERS REPRESENTATIVE IN A PERSONAL MEETING OR IN THE CLIENT'S HOME; (II) PERS'S EXECUTION OF THE AGREEMENT AND PER'S DELIVERY OF THE SYSTEM OR THE COMMENCEMENT OF SERVICE PRIOR TO PERS'S EXECUTION HEREOF CONSTITUTES PERS'S ACCEPTANCE OF THIS AGREEMENT, (III) ALTHOUGH PERS WILL SIGN THIS AGREEMENT, CLIENT MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY PERS, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT AND/OR PERS'S AND/OR CLIENT'S ACCEPTANCE HEREOF , AND (IV) THE AGREEMENT YOU HAVE SIGNED AND EITHER RETURNED TO PERS BY FACSIMILE OR MAIL IS THE ONLY ORIGINAL AGREEMENT BETWEEN THE PARTIES FOR ALL PURPOSES. THE TERMS AND CONDITIONS SET FORTH ON THE FOLLOWING PAGES OF THIS AGREEMENT CONTAINING SECTIONS 5 TO 17, ARE INCORPORATED BY REFERENCE HEREIN. READ THEM BEFORE YOU SIGN AND SUBMIT THIS AGREEMENT.

PIONEER EMERGENCY
RESPONSE SERVICE

CLIENT (print name)_____

BY:_____

BY (sign here)_____

BY (sign here)_____

Date signed_____, 20__

5. MONITORING SERVICE. We shall connect the System to our monitoring facility (the "Center"). When an emergency signal from the System is received in the Center, it will try to telephone the emergency response authority listed on your Client Information Form and the first person available as designated on your Client Emergency Form. To avoid false alarms, the Center may use the two-way audio feature of the System or first call your premise to determine if an actual emergency exists before we call any authorities or persons on your call list, or dispatch emergency response personnel. If we have reason to believe that no actual emergency exists, we may choose not to place such call or notify emergency response personnel. We reserve the right to tape record all telephone conversations with the Center. We may discontinue any particular form of response if required to do so by any governmental authority or insurance interest. You acknowledge and agree that all monitoring software, computer codes and monitoring information remain our sole and exclusive property. CLIENT AGREES THAT THE CENTER IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE CLIENT EMERGENCY FORM. YOU UNDERSTANDS THAT THE CENTER WILL NOT SEND ANY CENTER PERSONNEL TO CLIENT'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL.

6. TRANSMISSION LINES. The System includes a communicator that sends signals to the Center over your regular telephone service. You will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in your premises, HOWEVER, WHEN THE SYSTEM IS ACTIVATED, YOU WILL BE UNABLE TO USE YOUR TELEPHONE TO MAKE OTHER CALLS (SUCH AS CALLS TO THE 911 EMERGENCY OPERATOR), AND THEREFORE, YOU MAY WISH TO HAVE THE SYSTEM CONNECTED TO A

SECOND TELEPHONE LINE. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and we will not know of the telephone service problem. The use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the Center and/or interfere with the telephone line-seizure feature of the alarm system. DSL service should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROAD BAND SERVICE YOU MUST TEST YOUR SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.

7. FALSE ALARMS. You agree that you and others using the System, will use it carefully so as to avoid causing false alarms. False alarms can be caused by forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring service. If a false alarm fine or penalty or a response fee is charged to us, or you by any governmental agency, you will pay for the charge.

8. CHANGE OF PREMISES. You may, subject to following the procedures set forth below, move the System to another address and we will continue to provide monitoring services for you pursuant to this Agreement. You must notify us either by mail, by facsimile or by e-mail of the pending move not less than 7 days prior to moving the System and provide us with the complete new address (including street, unit # if any, city, state and zip code) and any other related information (e.g., new telephone numbers for emergency response agency and you) and submit a new Client Information Form. A blank form is available on our Website. A failure by you to follow these procedures may result in the Center being unable to process a signal from the System. We may charge a reprogramming fee for each such move, which you agree to pay.

9. CLIENT'S DUTIES; PERMITS. You will instruct all other persons who may use the System on its proper use. You will test the System and send test signals to the Center on a monthly basis. If the Center does not respond to the test signal, you should call the Center and confirm the status of the test. You will obtain and keep in effect all permits or licenses that may be required for the installation and operation of the System. You will complete and give us the Client Information Form. You will notify us in writing of any changes in the persons or telephone numbers on your emergency call list. You agree that we may disclose the information on the Client Information Form to any governmental agency having jurisdiction over the use and operation of the System. The city or county in which your business or home is located may require that you obtain a permit for the use and monitoring of the system. Local authorities may not respond to alarm notifications until all permits or licenses for use of the system have been obtained, and therefore PERS may not begin monitoring until Client has obtained at Client's expenses all necessary permits or licenses, and provided PERS with the license or permit number.

10. TERMINATION, DEFAULT, REMOVAL OF SYSTEM. You acknowledge and agree that this Agreement is a service agreement only and during the term of this Agreement the entire system shall at all times remain the sole property of PERS. You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by any but our service personnel. In the event of loss or damage to the System (other than repairs covered by the System's limited warranty) or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. In the event this Agreement is terminated before the end of the original term for any reason, or is canceled as a result of your default and you fail to return the System in good working condition, you agree that we may charge your check debit account or bill you for the value of the System which is \$ 300.00. In addition, If you fail to make any payment when due we may

discontinue monitoring and terminate this agreement. If service is suspended because you have failed to pay the monitoring fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing reconnection fee. You authorize us to investigate your credit record, and to report your payment performance under this agreement to credit agencies and credit reporting services. **YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.**

11. **SUSPENSION OR CANCELLATION OF THIS AGREEMENT.** You understand that we may stop or suspend monitoring service for any of the following reasons. (a) Strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical. (b) There is an interruption or unavailability of the telephone service between the System and our Center. (c) You do not pay the service charge due to us, after we have given you five (5) days' notice that we are canceling service because of non-payment. (d) We are unable to provide service because of some action or ruling by any governmental authority. (e) You become a debtor in a bankruptcy proceeding.

12. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this agreement to a financial institution or any other alarm company. You may not transfer this agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors (including any independent monitoring center) to provide monitoring services, and this Agreement, and particularly Sections 14 and 15, shall apply to them and the work they perform and protect them in the same manner as it applies to and protects us.

13. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THIS SYSTEM AND YOU UNDERSTAND THAT THIS SYSTEM DOES NOT PROVIDE INTRUSION OR FIRE PROTECTION WHICH ARE AVAILABLE FOR A HIGHER PRICE, UNDER A SEPARATE AGREEMENT.**

14. **PERS IS NOT AN INSURER; LIMITATION OF LIABILITY.** You understand that: (a) we are not an insurer of your premises, property or the personal safety of persons in your premises; (b) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (d) emergency notification systems and monitoring service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (f) it is difficult to determine in advance how fast the police or fire department or others emergency personnel would respond to a notification of an emergency signal; (g) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or service.

THEREFORE YOU AGREE:

Even if a court decides that PERS's breach of this agreement, a failure of the System, or PERS's negligence, or a failure of the monitoring service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be

limited to \$500, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY. If you wish, you may obtain from us a higher limitation of liability for an additional periodic charge. If you elect this option, we will attach a rider to this agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the limitation of liability does not mean that we are an insurer. If you are interested in this option, please call our service center at the telephone number shown on our Website.

15. THIRD PARTY INDEMNIFICATION AND SUBROGATION. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) PERS's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

16. LIMITATION ON LAWSUITS; REFERENCE. Both PERS and Client agree that no law suit or any other legal proceeding connected with this agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Both parties agree that no law suit or any other legal proceeding connect with this Agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Company in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in San Diego, California, in accordance with the provisions of Section 638, et seq. of the California Code of Civil Procedure, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. ENTIRE AGREEMENT. The entire and only agreement between you and PERS is written in this Agreement. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and accepted by us. If any provision of this agreement is found to be invalid or illegal by a court, the balance of the agreement shall remain in force. You agree that this agreement shall be governed by the laws of California. The interpretation of this Agreement shall not be construed against the preparer of the Agreement.