

## **1. Services**

1.1 Family Emergency Alert Service, LLC, hereinafter referred to as “we”, or “us”, or “our”, offers a number of standard and customized services. You may also purchase optional products and services as they become available. Subject to these Terms of Service and during the term of this Agreement, we agree to provide to you the Services you select during the Sign-up Process. We reserve the right to amend our Services offerings and to add, delete, suspend or modify the terms and conditions of the Services, at any time and from time to time, and to determine whether and when any such changes apply to both existing and future customers.

1.2 As part of the registration process, you are required to provide us certain information and to update us promptly as such information changes such that our records are current, complete and accurate. The information is as follows:

1.3 Your willful provision of inaccurate or unreliable information, your willful failure to promptly update information provided to us, or any failure to respond to inquiries by us either by mail, telephone, or e-mail addressed to one purchasing the subscription shall constitute a material breach of this Agreement and be a basis for cancellation of this subscription.

## **2. Fees and Payment Terms**

2.1 We may charge recurring service fees, and other one-time fees, hereinafter referred to as “Service Fees”, for optional services. Unless otherwise specified in any written offer or promotion, these Service Fees for the particular brand of service you ordered are applicable to all transactions between you and us. We may amend the Services and/or the Service Fees associated with any of the services at any time and from time to time without notice to you.

2.2 All Service Fees are due according to the Service Plan outlined on this application that you ordered. All Service Fees and other monetary payments must be made in U.S. Dollars. If you don't pay by check or cash, you authorize us to charge your credit card that you provided to us for payment of the Service Fees for the Services you order before we activate the Services. Service Fees and all other fees and charges that become due during any renewal period will be charged according to your previous payment option and/or Payment Process. All Payment Process payments are deemed authorized by you and will be assessed in real time.

2.3 If we do not receive payment from your Payment Processor (i.e., credit or debit card issuer or other financial institution), you agree to pay us all amounts due upon demand. We may also charge you for an administrative fee for any returned checks or if your Payment Processor declines payment. You agree to pay us collection costs, including reasonable attorneys' fees, if we are required to take action to collect any amounts that you fail to pay when due pursuant to this Agreement.

2.4 We may, in our sole and exclusive discretion, immediately suspend or terminate your Services without notice to you if you fail to provide valid Payment Processor information or authorization or fail to pay for any Services when due.

## **3. Term and Termination**

3.1 The Agreement will continue for the term stated on this application. The Agreement will automatically renew for successive terms, each equal in length to that of the initial term. Either party may terminate this Agreement effective at the end of the then current term, upon at least thirty (30) days notice prior to the end of the then current term and such termination will be effective upon expiration on the last day of the then current term. The termination of this Agreement will constitute the termination of all of your Services.

3.2 If you breach any term of this Agreement including, but not limited to, Section 2 (Fees and Payment Terms), we may, in our sole and exclusive discretion, suspend or terminate your Services immediately and without notice to you. Service Fees may continue to accrue on suspended accounts and you will continue to remain responsible for the payment of any Service Fees that accrue during the period of suspension.

3.3 IF THIS AGREEMENT IS TERMINATED FOR ANY REASON PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY SUCCESSIVE TERM, THE COMPANY WILL NOT PROVIDE ANY REFUND OR CREDIT TO YOU FOR ANY SERVICE FEES THAT YOU PAID IN ADVANCE, BY CREDIT CARD OR OTHERWISE, AND THE COMPANY MAY, IN ADDITION, CHARGE YOU AN ACCOUNT ADMINISTRATION FEE OF TWENTY DOLLARS (\$20.00). You authorize the Company, in its sole and exclusive discretion, to charge your Payment Process or forward an invoice to you immediately upon the termination of this Agreement for the amount of any Service Fees that are then outstanding.

## **FAMILY EMERGENCY ALERT SERVICE, LLC PRIVACY STATEMENT**

FAMILY EMERGENCY ALERT SERVICE, LLC (hereinafter referred to in this Privacy Statement as "we" or "us") recognize the importance of protecting the privacy of all information provided by subscribers to our service. We created this policy with a fundamental respect for our subscribers' right to privacy and to guide our relationships with our subscribers. This Privacy Statement discloses the privacy practices for all services rendered by us.

### **INFORMATION COLLECTION AND USE**

We collect information from our subscribers. In this section of our Privacy Statement, we describe the type of information we collect and how we use it to provide better services to our subscribers.

#### **Registration and Ordering**

When signing up for certain selected services, our subscribers must first register. During registration, users are required to give their personal information (such as name, e-mail address, mailing address and phone number) and emergency contact information (contacts name and phone number(s)). For internal purposes, we use this information to communicate with subscribers and provide requested services.

For our services that require payment, we also collect credit card information (such as account name, number and expiration date), which is used for billing purposes only, and is not otherwise shared.

#### **Service Updates, Special Offers**

In order to best serve our customers, we may send updates that contain important information about our products and services. We may also communicate with a customer to provide requested services and for account-related issues via e-mail, phone or regular mail.

### **WITH WHOM YOUR INFORMATION IS SHARED**

We do not share personally identifiable information with anyone. However, in the future, there may be a time when we may have to help a local law enforcement agency identify an immediate family member in the event of an emergency.

### **SECURITY**

We do not post or store any of our subscriber's personal information, including their list of emergency contacts, on line, or on any server. Access to all of our subscriber's information is restricted. Only independent representatives who assist the subscriber in receiving our services are granted access to personally identifiable information.

### **NOTIFICATION and CHANGES**

If we change our Privacy Statement, we will post those changes on this page so our users are aware of what information we collect, how we use it and under which circumstances, if any, we disclose it. Subscribers should check this policy frequently to keep abreast of any changes.