

# Help Dialer 247™

## Self Monitored

### Monthly Purchase and Services Agreement

#### PRICE; PAYMENT AND TERM.

3.1 SALES PRICE. The total sales price for the *Help Dialer 247™* Service is a per month fee plus sales tax if applicable. **We will not start Services until the 1<sup>st</sup> month monitoring services is paid in full and automatic re-occurring billing is established. You will be billed each month automatically until you cancel this service.**

3.2 SERVICES FEE; TERM: For Services, you agree to pay us the monthly service fee **per month and every month after**, billed and payable in advance. The original term of this Agreement is the billing cycle selected and will renew for the same consecutive billing cycle thereafter unless terminated as set forth below. We may terminate this Agreement at the end of the original term or any renewal term by giving you not less than 30 days advanced written notice. You may terminate this Agreement at anytime by giving us written notice. **If you terminate during a billing cycle you will not receive a refund for the unused portion of the monthly fee. You will be required to return all equipment to Assistive Technology Services. If you choose to keep the equipment you will pay Assistive Technology Services \$80.00.**

"If I am on a monthly plan can I cancel the service **after 30 days?**"

Yes, please contact us to cancel your monthly service. We will stop any automatic billing for the service. You will not be billed again for the service. There is no refund for any days left in the month. The service will be stopped immediately. **You will be required to return all equipment.** If you want to keep the equipment you may pay \$80.00 and the equipment is yours forever.

"What happens if I want to cancel **within the first 30 days?**"

Yes, please contact us to cancel your monthly service. We will stop any automatic billing for the service. You will not be billed again for the service. There is no refund for any days left in the month. The service will be stopped immediately. You will be required to return all equipment. If you want to keep the equipment you may pay \$80.00 and the equipment is yours forever. **Your refund will be less 10% restocking fee, one month of service charges and all shipping costs.**

4. INDEMNIFICATION. IF ANYONE OTHER THAN YOU (INCLUDING ANYONE WHO MAY USE THE SERVICE, ASKS US TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INVASION OF PRIVACY OR ANY SIMILAR TORT) CONNECTED WITH OR RESULTING FROM (i) ASSISTIVE TECHNOLOGY SERVICES BREACH OF THIS AGREEMENT OR A FAILURE OF THE SERVICES, (ii) OUR NEGLIGENCE, (iii) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF OURS IN PROVIDING THE DEVICE 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.

YOU AGREE THAT EVEN IF A COURT DECIDES THAT ASSISTIVE TECHNOLOGY SERVICES BREACH OF THIS AGREEMENT, OR ASSISTIVE TECHNOLOGY SERVICES NEGLIGENCE, OR GROSS NEGLIGENCE, CAUSED ANY TYPE OF DAMAGES, INCLUDING BUT NOT LIMITED TO ANY ISSUES RELATING TO SYSTEM DESIGN, OPERATION, PROGRAMMING, TESTING, REPAIR, SERVICE, MAINTENANCE, NETWORK AVAILABILITY, SPEED OR ACCURACY OF TRANSMITTED INFORMATION OR DATA, OR THAT ANY OTHER SERVICES PROVIDED BY ASSISTIVE TECHNOLOGY SERVICES ALLOWED AND OR CAUSED ANY HARM OR DAMAGE (WHETHER PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) TO OCCUR TO YOU OR ANYONE ELSE, YOU AGREE THAT ASSISTIVE TECHNOLOGY SERVICES AGGREGATE AND COLLECTIVE LIABILITY SHALL BE LIMITED TO COST OF EQUIPMENT NOT TO EXCEED \$49.99 AND THIS SHALL BE YOUR ONLY REMEDY REGARDLESS OF WHAT LEGAL THEORY (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY FAILURE TO WARN, OR PRODUCT LIABILITY) IS USED TO ALLEGE AND OR DETERMINE THAT ASSISTIVE TECHNOLOGY SERVICES AND ANY THIRD-PARTY PROVIDERS OR SUBCONTRACTORS WERE LIABLE FOR THE INJURY OR LOSS.

5. SUBSCRIBER'S DUTIES. You will instruct all other persons who may use the Services on their proper use, including any User if different than you. Upon activation of the Service, you or the user will test the Service and make test calls to the Emergency Contacts on a monthly basis. If the Emergency Contacts does not respond to the test call, you should call the Emergency Contacts and confirm the status of the test. You will use the ATS website to provide your response information, and will use the ATS website to notify us of any changes in the persons or telephone numbers of your emergency contact information. You agree that we may disclose the information you post to the ATS website to any governmental agency having jurisdiction over the use and operation of the System.
6. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend Services if: (i) strikes, severe weather, earthquakes other Acts of God, or other such events beyond our control affect the operation of the network, or the Emergency Contacts, or your connection to the Emergency Contacts that continuing service would be impractical; (ii) there is an interruption or unavailability of the Telephone network including transmission facilities; (iii) you do not pay the service charge due to us, after we have given you notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. If Services are suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the Services, you will pay in advance our then prevailing re-activation fee.
7. TERMINATION, DEFAULT. **If you fail to make any payment when due we may discontinue Services.** In addition; we may impose a monthly late fee on all payments more than 5 days past due in an amount equal to **\$35.00 per month until paid**, or the maximum amount permitted by state law, whichever is less.

8. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this Agreement to any other service provider, financial institution or other entity. Upon an assignment to another service provider, ASSISTIVE TECHNOLOGY SERVICES will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else unless we approve the transfer in writing. We may use subcontractors, sub-subcontractors and third-party providers, including ASSISTIVE TECHNOLOGY SERVICES and the Emergency Contacts to provide Services.
9. **LIMITATION ON LAWSUITS; VENUE; WAIVER OF JURY TRIAL.** Both ASSISTIVE TECHNOLOGY SERVICES and Subscriber agree that, to the extent permitted by law, no lawsuit 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. Each party hereby irrevocably agrees that any suit, action or other legal proceeding (“suit”) arising out of or from, in connection with or as a result of this agreement shall be brought exclusively in the state courts of record or the courts of the United States located in the district or county where Assistive Technology Services principal place of business is located. Each party consents to the exclusive jurisdiction and venue of each such court in any such suit and waives any objection that it may have to jurisdiction or venue of any such suit. **UNLESS PROHIBITED BY LAW, ANY LAWSUIT BROUGHT BY EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT BE HEARD BEFORE A JURY. BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**
10. **ENTIRE AGREEMENT; DOCUMENT RETENTION.** This Agreement is the entire and only Agreement between you and ASSISTIVE TECHNOLOGY SERVICES. It replaces any earlier oral or written understandings or Agreements. It may only be changed by a written Agreement signed by you and ASSISTIVE TECHNOLOGY SERVICES. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY ANY ASSISTIVE TECHNOLOGY SERVICES employee.** If you have given or ever give us a purchase order for the System or service that provides for different terms other than this Agreement, this Agreement will govern and be controlling. 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 a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile, or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Subscriber in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as, originals and shall be given the same force and effect as the paper-form originals.

**IF ANYONE OTHER THAN CLIENT 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 DEALER’S DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.**

**Fax (831) 308-9671**

**Email [ORDERS@ATSCARES.COM](mailto:ORDERS@ATSCARES.COM)**

**Mailing Address:**

**HELP DIALER 247, 8023 Franklin Road, Murfreesboro, TN 37128**

THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE ARE MADE A PART HEREOF.

Assistive Technology Services [www.AtsCares.com](http://www.AtsCares.com) (615)562-0043