

BThere Buddy Service Terms of Service

1. Introduction

Welcome to BUDDY! Your use of the Buddy services, including the services made available through this website and all related web sites, mobile sites, data files, visualizations and applications which link to these terms of service (the "Site") and to all software or services offered by us in connection with any of those (the "Services"), is governed by these terms of service (the "Terms"), so please carefully read them before using the Services. For the purposes of these Terms, "we," "our," and "us," and "BThere" refer to BThere LLC. We are a reseller of the Services. As such, the Services offered hereunder are provided and operated by us and our third-party service providers.

In order to use the Services, you must first agree to these Terms. If you are registering for or using the Services on behalf of an individual or organization, you are agreeing to these Terms for that individual or organization and promising that you have the authority to bind that individual or organization to these Terms. In that case, "you" and "your" will also refer to that individual or organization, wherever possible.

You must be over 13 years of age to use the Services, and children under the age of 13 cannot use or register for the Services. If you are over 13 years of age but are not yet of legal age to form a binding contract (in many jurisdictions, this age is 18), then you must get your parent or guardian to read these Terms and agree to them for you before you use the Services. If you are a parent or guardian and you provide your consent to your child's registration with the Services, you agree to be bound by these Terms with respect of your child's use of the Services.

You agree your purchases and/or use of the Services are not contingent on the delivery of any future functionality or features or dependent on any oral or written

public comments made by us or any of our service providers or affiliates regarding future functionality or features.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND B THERE WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF, OR OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

BY USING, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING THE SERVICES OR ANY MATERIALS INCLUDED IN OR WITH THE SERVICES, YOU HEREBY AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, THEN YOU MAY NOT USE, DOWNLOAD, INSTALL, OR OTHERWISE ACCESS THE SERVICES.

2. Not Medical Advice

You acknowledge and agree that the Services constitutes, in part, a warning system designed to help you detect and report certain occurrences, such as falls and changes in your normal biometric patterns (such as heart rate). You acknowledge that neither we nor any of the providers of the Services are a health care provider, and do not provide you with any actual medical advice or medical treatment.

Any advice or other information provided through the Services are intended for general information purposes only. They are not intended to be relied upon and are not a substitute for professional medical advice or treatment. Such information may help support the relationship between you and your healthcare providers or

caretakers (as the case may be), but cannot replace it. Neither we nor any of the providers of the Services are liable or responsible for any actions taken due to your use of the Services. In particular, to the fullest extent permitted by law, we give no representation or warranties about the accuracy, completeness, or suitability for any purpose of the content, advice, or other materials and information provided on or through the Services.

If you receive advice from a doctor or other qualified medical professional which conflicts with anything contained in the Services then the advice that you receive from such doctor or qualified medical professional should take precedence. Never disregard professional medical advice or delay in seeking it because of something you have seen through the Services. If you think you may have a medical emergency, call your doctor or 911 immediately.

3. Your Account

In the course of registering for or using the Services, you may be required to provide us with certain information, including your name, address, email, phone, height, weight, username and password ("Credentials"). We and our third party service providers handle such information with the utmost attention, care and security. Nonetheless, you, not us and not our service providers, shall be responsible for maintaining and protecting your Credentials in connection with the Services. If your contact information or other information relating to your account changes, you must notify us promptly and keep such information current. You are solely responsible for any activity using your Credentials, whether or not you authorized that activity. You should immediately notify us of any unauthorized use of your Credentials or if your email or password has been hacked or stolen. If you discover that someone is using your Credentials without your consent, or you discover any other breach of security, you agree to notify us immediately.

4. Content

A variety of information, reviews, recommendations, messages, comments, posts, text, graphics, software, photographs, videos, data, and other materials ("Content") may be made available through the Services by us or our suppliers ("BThere-Supplied Content"). While we strive to keep the Content that we provide through the Services accurate, complete, and up-to-date, we cannot guarantee, and we are not responsible for the accuracy, completeness, or timeliness of any BThere-Supplied Content.

You acknowledge that you may also be able to create, transmit, publish or display information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) through use of the Services. All such information is referred to below as "User Content."

You agree that you are solely responsible for (and that we have no responsibility to you or to any third party for) any User Content, and for the consequences of your actions (including any loss or damage which we may suffer) in connection with such User Content. If you are registering for these Services on behalf of an individual or organization, you also agree that you are also responsible for the actions of associated users ("Associated Users") and for any User Content that such Associated Users might upload, record, publish, post, link to, or otherwise transmit or distribute through use of the Services. Furthermore, you acknowledge that BThere does not control or actively monitor Content uploaded by users and, as such, does not guarantee the accuracy, integrity or quality of such Content. You acknowledge that by using the Services, you may be exposed to materials that are offensive, indecent or objectionable. Under no circumstances will BThere be liable in any way for any such Content.

We may refuse to store, provide, or otherwise maintain your User Content for any or no reason. We may remove your User Content from the Services at any time if you violate these Terms or if the Services are canceled or suspended. If User

Content is stored using the Services with an expiration date, we may also delete the User Content as of that date. User Content that is deleted may be irretrievable. You agree that BThere has no responsibility or liability for the deletion or failure to store any User Content or other communications maintained or transmitted through use of the Services.

BThere reserves the right (but shall have no obligation) to monitor and remove User Content from the Services, in our discretion. You agree to immediately take down any Content that violates these Terms, including pursuant to a takedown request from us. In the event that you elect not to comply with a request from us to take down certain Content, we reserve the right to directly take down such Content.

By submitting, posting or otherwise uploading User Content on or through the Services you give BThere a worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute such User Content for the purpose of enabling BThere to provide the Services, and for the limited purposes stated in our Privacy Policy.

5. Proprietary Rights

You acknowledge and agree that BThere and BThere's licensors and third party service providers own all legal right, title and interest in and to the Services and BThere-Supplied Content and that the Services and BThere-Supplied Content are protected by copyrights, trademarks, patents, or other proprietary rights and laws (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

Except as provided in Section 4, BThere acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to

any Content that you create, upload, submit, post, transmit, share or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with us, you agree that you are responsible for protecting and enforcing those rights and that we have no obligation to do so on your behalf.

6. License from BThere and Restrictions on Use

BThere gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Site and Services for the sole purpose of your personal, non-commercial use, in the manner permitted by these Terms, as determined by us.

You may not (and you may not permit anyone else to): (i) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by BThere, in writing (e.g., through an open source software license); or (ii) attempt to disable or circumvent any security mechanisms used by the Services or any applications running on the Services.

You may not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

You may not access the Services in a manner intended to avoid incurring fees or exceeding usage limits or quotas.

You may not access the Services for the purpose of bringing an intellectual property infringement claim against BThere or any of its service providers or for the purpose of creating a product or service competitive with the Services. You may not use any robot, spider, site search/retrieval application or other manual or automatic program or device to retrieve, index, "scrape," "data mine" or in any way gather Content from the Services.

You agree that you will not upload, record, publish, post, link to, transmit or distribute User Content, or otherwise utilize the Services in a manner that: (i) advocates, promotes, incites, instructs, informs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or BThere, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about your identity or the origin of a message or other communication, or impersonates or otherwise misrepresents your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, hateful, defamatory, libelous, threatening, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) utilizes or contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, personal information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

You may not use the Services if you are a person barred from receiving the Services under the laws of the United States or other countries, including the country in which you are resident or from which you use the Services. You affirm that you are over the age of 13, as the Services are not intended for children under 13.

7. Pricing and Payment Terms

Subject to the Terms, the Services are provided to you provided you are current with the payment for all applicable fees associated with the level of Services (e.g., subscription) that you have selected. Should you fail to pay the required fees, your access to the Services may be terminated. Please see the BThere Pricing Terms at www.btherewithyou.com/Pricing for details regarding pricing for the Services.

You agree to pay the applicable monthly fee associated with the subscription that you selected when enrolling for the Service. This is a monthly agreement that renews each month upon your payment of the monthly subscription fee. Monthly subscription fees are paid in advance for the following one-month period. The Agreement will automatically renew for successive one-month terms and your payment method will be charged the then applicable monthly subscription amount unless the Agreement has been terminated as provided herein. For each monthly subscription payment, we will notify you no fewer than five (5) days prior to the periodic (monthly) charging of your payment method. We will also notify you approximately 30 days prior to the annual anniversary of the Agreement.

You agree to pay all sales, service, property, use and local taxes; any, police, fire department, 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, the Monitoring Center or any private response agency relating to the Monitoring Service and you agree to pay the same. Late payments for any charges billed by us will be subject to a flat fee of \$10.00. In the event that it shall become necessary for us to undertake legal proceedings to collect payments due under this Agreement then you agree to pay us our reasonable attorney's fees for such collection action except where prohibited by law.

8. Privacy Policies

These Services are provided in accordance with our Privacy Policy, which can be found at www.btherewithyou.com/privacy-policy. You agree to the use of your User Content and personal information in accordance with these Terms and our Privacy Policy.

You agree to protect the privacy and legal rights of your Associated Users. If your Associated Users provide you with usernames, passwords, or other login information or personal information, you agree to make such Associated Users aware that such information may be made available to BThere and to refer such Associated Users to our Privacy Policy linked above.

9. Modification and Termination of Services

BThere and our third-party service providers are constantly innovating in order to provide the best possible experience for our users. You acknowledge and agree that the form and nature of the Services which we provide may change from time to time without prior notice to you, subject to the terms in our Privacy Policy. Changes to the form and nature of the Services will be effective with respect to all versions of the Services; examples of changes to the form and nature of the Services include without limitation changes to fee and payment policies, security patches, added functionality, automatic updates, and other enhancements. Any new features that may be added to the website or the Services from time to time will be subject to these Terms, unless stated otherwise.

You may terminate these Terms at any time by canceling your account on the Services. You will not receive any refunds if you cancel your account and your

access to the Services will continue uninterrupted until the end of the last term that you paid for. To avoid charges to your payment method for each monthly renewal, you must notify us at least three (3) days prior to the scheduled charging of your payment method. Your access to the Services will terminate as of the end of the last month for which you have paid in full.

You agree that BThere, in its sole discretion, may terminate your account or any part thereof. You agree that any termination of your access to the Services may be without prior notice, and you agree that BThere will not be liable to you or any third party for such termination.

You are solely responsible for exporting your User Content from the Services prior to termination of your account for any reason, provided that if we terminate your account, we will endeavor to provide you with a reasonable opportunity to retrieve your User Content.

Upon any termination of the Services or your account these Terms will also terminate, but all provisions of these Terms which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

10. Changes to the Terms

These Terms may be amended or updated from time to time without notice and may have changed since your last visit to the website or use of the Services. It is your responsibility to review these Terms for any changes. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the Services. Please visit this page regularly to review these Terms for any changes.

11. DISCLAIMER OF WARRANTY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

BTHERE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BTHERE, ITS SERVICE PROVIDERS, SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) DATA PROVIDED THROUGH THE SERVICES WILL BE ACCURATE.

NOTHING IN THESE TERMS, INCLUDING SECTIONS 11 AND 12, SHALL EXCLUDE OR LIMIT BTHERE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

12. LIMITATION OF LIABILITY

SUBJECT TO SECTION 11 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT BTHERE, ITS SERVICE PROVIDERS, SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED

DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE LIMITATIONS ON BTHERE'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT BTHERE HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

SOME STATES AND JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BTHERE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) EXCEED THE AMOUNT THAT YOU HAVE ACTUALLY PAID FOR THE SERVICES IN THE PAST TWELVE MONTHS, OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER.

13. Indemnification

You agree to hold harmless and indemnify BThere, and its service providers, subsidiaries, affiliates, officers, agents, employees, independent contractor sales representatives, advertisers, licensors, suppliers or partners (collectively "BThere and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms, (b) your use of the Services, (c) your violation of applicable laws, rules or regulations in connection with the Services, or (d) your User Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

14. Copyright Policy

We respect the intellectual property rights of others and expect our users to do the same. In accordance with the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) (the "DMCA"), we will respond expeditiously to claims of copyright infringement committed using the Services if such claims are reported to our Designated Copyright Agent identified below.

Filing a DMCA Notice of Alleged Infringement ("Notice")

If you believe that your copyrighted work has been used or displayed in a way that constitutes copyright infringement, please send us a written DMCA Notice of Alleged Infringement that includes the following:

- Identify the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by this Notice, you may provide a representative list of the copyrighted works that you claim have been infringed.
- Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link or the exact location where such material may be found.
- Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
- Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
- Provide your full legal name and your electronic or physical signature.

- Deliver this Notice, with all items completed, to our Designated Copyright Agent:

Copyright Agent,

BThere LLC

30 N. Gould St, Ste R, Sheridan, WY 82801

info@btherewithyou.com

Counter-Notification

If you believe that your content was removed or disabled by mistake or misidentification, you may file a counter-notification. To be effective, a counter-notification must be a written communication that includes:

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- A statement on penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification;
- Your name, address, email address, and telephone number;
- A statement that you consent to the jurisdiction of the federal court in the district in which your address is located (or if outside the U.S., that you consent to jurisdiction in any district in which the service provider may be found), and that you will accept service of process from the person who provided the original DMCA notification or an agent of that person.

Repeat Infringers. We may, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

15. Third-Party Content

The Services may include references or hyperlinks to other web sites or content or resources or email content. BThere has no control over any web sites or resources which are provided by companies or persons other than BThere.

You acknowledge and agree that BThere is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

You acknowledge and agree that BThere is not liable for any loss or damage which may be incurred by you or other users as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

16. Third Party Software

The Services may incorporate certain third-party software ("Third Party Software"), which is licensed subject to the terms and conditions of the third party licensing such Third Party Software. Nothing in these Terms limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable license for such Third-Party Software.

17. Feedback

You may choose to, or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Services or our products. By submitting any feedback, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place BThere under any fiduciary or other obligation, and that we are free to use such feedback without any additional

compensation to you, and/or to disclose such feedback on a non-confidential basis or otherwise to anyone.

18. Miscellaneous

These Terms, together with the Monitoring Terms and Conditions and our Privacy Policy and Pricing Terms, constitutes the entire agreement between the parties relating to the Services and all related activities. These Terms shall not be modified except in writing signed by both parties or by a new posting of these Terms issued by us. If any part of these Terms is held to be unlawful, void, or unenforceable, that part shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions. The failure of BThere to exercise or enforce any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver of any right or provision by BThere must be in writing and shall only apply to the specific instance identified in such writing. You may not assign these Terms, or any rights or licenses granted hereunder, whether voluntarily, by operation of law, or otherwise without our prior written consent.

19. Arbitration

This Agreement is entered into and accepted by us at our home office in the State of Kansas. These Terms and any action related thereto will be governed by the laws of the State of Kansas without regard to its conflict of laws provisions. Except for claims for injunctive relief by either party, any dispute or controversy arising out of, in relation to, or in connection with these Terms or your use of the Services shall be finally settled by binding arbitration in Sedgwick County, Kansas under the then current rules of JAMS (formerly known as Judicial Arbitration & Mediation Services) by one (1) arbitrator appointed in accordance with such rules. BThere will be responsible for paying any JAMS filing, administrative and arbitrator fees as set forth in the JAMS Rules. Where arbitration is not required by these Terms, the exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms will be the state and federal courts located in Sedgwick County,

Kansas, and each of the parties hereto waives any objection to jurisdiction and venue in such courts. ANY DISPUTE RESOLUTION PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE SALES TRANSACTIONS BETWEEN YOU AND BTHERE, WHETHER IN ARBITRATION OR OTHERWISE, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, AND YOU EXPRESSLY AGREE THAT CLASS ACTION AND REPRESENTATIVE ACTION PROCEDURES SHALL NOT BE ASSERTED IN NOR APPLY TO ANY ARBITRATION PURSUANT TO THESE TERMS AND CONDITIONS. YOU ALSO AGREE NOT TO BRING ANY LEGAL ACTION, BASED UPON ANY LEGAL THEORY INCLUDING CONTRACT, TORT, EQUITY OR OTHERWISE, AGAINST BTHERE THAT IS MORE THAN ONE YEAR AFTER THE DATE OF THE APPLICABLE ORDER.

You have the right to opt out of this agreement to arbitrate by sending written notice of your decision to opt out within 30 days of first accepting these Terms to the following address: BThere LLC, 30 N. Gould St, Ste R, Sheridan, WY 82801.

Notwithstanding the foregoing, either you or BThere may bring a qualifying claim in small claims court in the jurisdiction in which you reside.

20. Contact Us

If you have any questions about these Terms or if you wish to make any complaint or claim with respect to the Services, please contact us at:

info@btherewithyou.com.

When submitting a complaint, please provide a brief description of nature of your complaint and the specific services to which your complaint relates.

TERMS AND CONDITIONS OF BTHERE MONITORING SERVICES

THIS TERMS AND CONDITIONS OF BTHERE MONITORING SERVICES (this "Agreement") is entered into by and between BThere LLC (the "Company"), and you as the subscriber ("Subscriber"). By activating the Device (as defined below) and sending a test signal to the Center (as defined below), Subscriber re-confirms that he / she has read this Agreement and accepts all of the terms and conditions contained herein.

Subscriber (sometimes referred to as "you") has agreed to subscribe to monitoring services which will be provided by a third-party subcontractor call center (the "Center") from the Company (sometimes referred to as "us" or "we"). Such monitoring services will be enabled by the wearing of a wearable tracking device (hereafter "Device"). Subscriber must use a compatible Device. A list of compatible Devices can be found at www.btherewithyou.com/devices The Company agrees to provide monitoring services for the Device in accordance with the terms and conditions of this Agreement and as further described on our website at www.btherewithyou.com.

1. SERVICES. During the term of this Agreement, the Center will provide seven (7) days per week, twenty-four (24) hours per day monitoring of the Device (the "Monitoring Service") in accordance with the provisions set forth herein. The Monitoring Service will include receipt, analysis and response to alert signals and, where supported by a Device, calls made by Subscriber through the Device. The Service is intended to be used only for personal emergencies and the Center may notify appropriate authorities (i.e., EMS, police, fire department or other emergency personnel) if an alert signal is received from the Device and the Center verifies such signal. The Monitoring Service is designed to track the Device, and, therefore, if (i) you provide the Device to another person or (ii) become separated from the Device, the Monitoring Service will not be able to track your location. THE MONITORING SERVICE WILL NOT BEGIN AND THE CENTER WILL HAVE NO OBLIGATION TO NOTIFY EMERGENCY PERSONNEL UNTIL A TEST SIGNAL FROM THE DEVICE HAS BEEN SUCCESSFULLY RECEIVED BY THE CENTER AND YOU HAVE RECEIVED CONFIRMATION THAT SUCH SIGNAL HAS BEEN RECEIVED.

2. DEVICES AND THE MONITORING SERVICE HAVE CERTAIN LIMITATIONS. IN CONSIDERATION FOR THE PROVISION OF THE MONITORING SERVICE, YOU ACKNOWLEDGE THAT NEITHER WE, THE CENTER NOR ANY OF OUR SUPPLIERS OR SUBCONTRACTORS REPRESENT OR WARRANT THAT YOUR DEVICE OR THE MONITORING SERVICE WILL PREVENT DEATH, BODILY OR PERSONAL INJURY, OR ANY OTHER INJURY OR DAMAGE TO YOU OR OTHERS WHO USE YOUR DEVICE AND THE MONITORING SERVICE, AND YOU OR OTHERS WHO USE THE MONITORING SERVICE DO NOT AND HAVE NOT RELIED UPON ANY EXPRESS OR IMPLIED REPRESENTATION BY THE COMPANY, THE CENTER OR ANY OF OUR SUPPLIERS, SUBCONTRACTORS, OR INDEPENDENT CONTRACTOR SALES REPRESENTATIVES TO THAT EFFECT. NEITHER WE NOR THE CENTER MAKES ANY REPRESENTATION OR WARRANTY AS TO THE PROMPTNESS OF OUR OR THE CENTER'S RESPONSE, AND NEITHER WE NOR THE CENTER HAVE ANY CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE DEVICE BEING USED. YOU FURTHER UNDERSTAND THAT WE OR THE CENTER MAY BE NEGLIGENT IN PROVIDING THE SERVICE, AND THE CENTER MAY FAIL TO PROPERLY RESPOND TO THE RECEIPT OF AN EMERGENCY SIGNAL FROM THE DEVICE, OR THAT THE DEVICE MAY FAIL TO FUNCTION PROPERLY. IT IS UNDERSTOOD THAT THE SERVICE RELIES UPON THE AVAILABILITY OF GPS COVERAGE, WIRELESS INTERNET NETWORK AVAILABILITY AND/OR CELLULAR NETWORK COVERAGE TO OPERATE PROPERLY AS WELL AS THE AVAILABILITY OF SATELLITE GPS DATA, BOTH OF WHICH ARE PROVIDED BY A THIRD PARTY THAT IS NOT CONTROLLED BY US. YOU AGREE THAT IF WE OR THE CENTER WERE TO HAVE ANY LIABILITY GREATER THAN THAT AGREED TO BY YOU PURSUANT TO SECTION 16 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 SERVICE. 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 SET FORTH IN SECTION 16.

3. MONITORING SERVICE. Your Device shall be connected to the Center's monitoring network. When an emergency signal from the Device is received by the Center, the Center shall, without warranty, make every reasonable effort to

promptly contact you and, if the Center determines that it is necessary in its reasonable judgment, notify the appropriate emergency authorities (fire department, EMS, police, ambulance service, etc.) (collectively, the “Responders” and each a “Responder”). You represent that the emergency contact information provided by you to the Company is accurate. To avoid false alerts, the Center may first call your contact telephone number to determine if an actual emergency exists before contacting any Responder. If the Center has reason to believe that no actual emergency exists, the Center may choose not to place such call or notify any Responder. You hereby agree that the Center may rely absolutely on the statements of Subscriber, the Responders or any person acting on behalf of Subscriber or the Responder, with regards to responses to the location and condition of Subscriber. 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. SUBSCRIBER AGREES THAT THE CENTER IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY THE APPROPRIATE RESPONDERS AND IS NOT RESPONSIBLE FOR THE PROMPTNESS, SUFFICIENCY OR ADEQUACY OF THE ACTION OF ANY RESPONDER OR ANY THIRD PARTY ACTING AS A RESPONDER. SUBSCRIBER ACKNOWLEDGES THAT IN NO WAY DOES THE COMPANY REPRESENT OR GUARANTEE THAT THE RESPONDERS CAN BE CONTACTED, THAT THEY CAN OR WILL RESPOND, OR THAT ANY RESPONSE WILL BE SAFE OR EFFECTIVE. SUBSCRIBER AGREES THAT THE RESPONDERS ARE NOT AGENTS OR OTHER REPRESENTATIVES OF THE COMPANY AND ANY ACTION TAKEN BY THE RESPONDERS SHALL IN NO WAY BE IMPUTED TO THE COMPANY. YOU UNDERSTAND THAT THE CENTER WILL NOT SEND ANY COMPANY OR CENTER PERSONNEL IN RESPONSE TO ANY EMERGENCY SIGNAL.

4. GPS, CELLULAR AND/OR WIRELESS INTERNET COVERAGE; GEOGRAPHIC LIMITATIONS. The ability of a compatible Device to accurately track your location is dependent upon the availability of GPS, cellular network and/or wireless internet coverage depending upon your location. Compatible Devices will function only in areas, locations and buildings where such service is available. If such service is unavailable or unreliable, a Device may not accurately reflect your location. In such event, the Center may be unable to communicate your location to a Responder, and a Responder may not be able to locate you. Compatible Devices do not track

locations outside of the forty-eight contiguous United States; therefore, if you reside outside of such geographic area or you intend to use your compatible Device outside of such geographic area, we recommend that you do not purchase the Monitoring Service.

5. FALSE ALERTS AND ABUSE OF SERVICE. You agree that you and others using your compatible Device will use it carefully so as to avoid causing false alerts. False alerts can be caused by forces beyond our control. If we receive too many false alerts, that will constitute a breach of contract by you, and we may cancel this Agreement and the Monitoring Service. If a false alert fine or penalty or a response fee is charged to us or you by any governmental agency or other person, you agree that you will pay such charge. Subscriber further acknowledges and agrees that the Monitoring Service may be suspended from time to time for excessive false alerts, improper signals and "problem accounts."

6. SUBSCRIBER'S DUTIES. You shall:

- a. test your compatible Device in accordance with the instructions provided including performing a range test, GPS lock test, and a signal test to the Center;
- b. use your compatible Device and the Monitoring Service in accordance with the terms and conditions of this Agreement and the procedures and specifications provided by the Company and shall not use your compatible Device and the Monitoring Service for any other purposes;
- c. complete and give us the Subscriber Information Form and notify us in writing of any changes in the persons or telephone numbers on your emergency call list;
- d. not alter, modify or attempt repairs on any Device that is provided to you by us, except pursuant to the instructions of the Company, the Center and/or our authorized service representatives; and
- e. not allow any other person to use your compatible Device unless such person is approved by the Company and the Center and provides emergency contact information.

7. CONSENT TO DISTRIBUTION OF INFORMATION. You are providing us with certain information for the purposes of providing the Monitoring Service. You hereby agree that we may provide the Center, the Responders and any other

necessary third parties, as determined by us in our reasonable discretion, with access to such information provided by you in connection with this Agreement. You hereby release us from all liability, which may arise out of our disclosure of such information to the Center, the Responders and any other necessary third parties. You hereby acknowledge that all communications between you, the Company and the Center may be recorded and you consent to such recording.

8. FORCE ENTRY AND INACTIVITY ALERTS. You agree and acknowledge that if any alert signal is received by the Center and a Responder is sent to the location of the Device, in the event that the Responder would need a key, code or other means of accessing such location that is unavailable to such Responder, the Responder may be required to forcibly enter or break into such location if the Responder determines that it is necessary in their sole discretion. You understand that this may result in damage or physical injury to you or a third party or to property owned by you or a third party. YOU HEREBY WAIVE ANY CLAIM AGAINST US OR ANY RESPONDER WHICH MAY ARISE AS A RESULT OF SUCH BREAK-IN OR FORCED ENTRY, AND YOU HEREBY AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND US, THE CENTER, THE RESPONDER AND ANY OF OUR OR THEIR AUTHORIZED REPRESENTATIVES FOR ANY LOSSES INCURRED BY US OR THEM IN CONNECTION WITH SUCH FORCED ENTRY. YOU ACKNOWLEDGE THAT THIS PROVISION COULD REQUIRE YOU TO PAY SIGNIFICANT AMOUNTS IN THE EVENT THAT THE COMPANY, THE CENTER, THE RESPONDER AND/OR ANY OF OUR OR THEIR AUTHORIZED REPRESENTATIVES IS REQUIRED TO PAY, OR AGREES TO PAY, ANY THIRD PARTY FOR DAMAGE TO SUCH PERSON OR SUCH PERSON'S PROPERTY.

9. DEVICE MAINTENANCE. With respect to any Device supplied to you by us, we may repair or replace, as determined in our sole discretion, such Device if it becomes damaged or is defective during the period of any warranty offered to you at the time of purchase, unless (i) the Device has previously been disassembled, repaired or modified by someone other than us or our authorized service representative or (ii) the Device has been damaged as a result of the negligence or misconduct by any person other than us or our authorized service representative. If a Device supplied to you by us becomes damaged as a result of (i) or (ii) above, you shall pay us the replacement price for the Device.

Regardless of whether the Device that you use with the Service was supplied by us to you or acquired by you from another source, you agree that it is your responsibility to keep such Device in good working order and fully charged so that it is capable of sending alerts and other information to the Center as intended herein.

10. RESPONSE. You acknowledge that we make no representation or warranty as to the promptness of the Center and that we have no control over the response time or capability of any Responder who may be notified as a result of an alert received by the Center. You further understand that the Center may fail to properly respond to an emergency signal from your Device or that your Device may fail to operate properly. You further acknowledge that the Center shall not be obligated to perform the Monitoring Service during any time when your Device is inoperative.

11. TERMINATION, DEFAULT. If you materially breach this Agreement, including, without limitation, by failing to make any payment when due, we may discontinue the Monitoring Service and terminate this Agreement. If service is suspended because you have breached this Agreement, and you ask us to reactivate your compatible Device after you have cured such breach, 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. IF THE DEVICE THAT YOU USE WAS SUPPLIED TO YOU BY US, YOU UNDERSTAND THAT SUCH DEVICE WILL NOT WORK WITH EQUIPMENT USED BY OTHER COMPANIES OR MONITORING CENTERS.

12. SUSPENSION OR CANCELLATION OF THIS AGREEMENT. You understand that we may stop or suspend the Monitoring Service for any of the following reasons: (a) strikes, severe weather, earthquakes or other such events beyond our control affecting the operation of the Center or so severely damage your premises that continuing service would be impractical; (b) an interruption or unavailability of the Monitoring Service as a result of a disruption to the electrical lines, cellular network, radio towers and GPS network that prevents a connection between your Device and the Center; (c) your failure to pay the service charge due to us; (d) we are unable to provide service because of some action or ruling by any governmental authority; (e) we are unable to subcontract for the Monitoring

Service 24 hours a day, 7 days a week, and (e) you become a debtor in a bankruptcy proceeding.

13. ASSIGNEES AND SUBCONTRACTORS. We may transfer or assign this Agreement without notifying you and without your consent. You may not transfer this Agreement to someone else unless we approve the transfer in writing. We may use subcontractors (including the Center or any other independent monitoring center) to provide the Monitoring Service, and this Agreement shall apply to them and the work they perform and protect them in the same manner as it applies to and protects us. You acknowledge and agree that any subcontractor shall be considered an "independent contractor" and therefore not affiliated with us in any way as a partner, joint venture, agent or employee.

14. THE COMPANY IS NOT AN INSURER; WARRANTY AND DISCLAIMER; LIMITATION OF LIABILITY.

(a) You understand and agree that neither we nor the Center are an insurer of your premises, property or your personal safety and that you are solely responsible for providing any life, health or disability insurance and insurance on you and your premises and its contents. You understand and agree that the amount you pay to us is based solely on the value of the Monitoring Service we provide and not on the value of you or your premises or its contents, it is difficult to determine in advance the value of any personal injury or death or the property that might be lost, stolen or destroyed if the Device or our Service fails to operate properly and 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 or the Center's failure to perform, our or the Center's negligence, or a failure of the Device or our or the Service. You further understand that the amounts being charged by us are not sufficient to guarantee that no loss will occur and that we are not assuming responsibility for any losses which may occur even if due to our negligent performance or failure to perform any obligation under this Agreement. You assume all risk of loss or damage to premises or the contents thereof, or personal injury or death. You agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against us or the Center that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

(b) THE COMPANY MAKES NO GUARANTEES OR WARRANTIES OF ANY KIND RELATING TO THE DEVICE AND THE MONITORING SERVICE AND EXPRESSLY DISCLAIMS ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE DEVICE AND THE MONITORING SERVICE, INCLUDING, WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY WITH REGARD TO THE DEVICE AND/OR THE MONITORING SERVICE, OUR MAXIMUM LIABILITY ARISING OUT OF THE PROVISION OF THE DEVICE AND/OR THE MONITORING SERVICE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT THAT YOU HAVE ACTUALLY PAID FOR THE SERVICES IN THE PAST TWELVE MONTHS, OR ONE HUNDRED DOLLARS (\$100.00), WHICHEVER IS GREATER. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE DUE TO A FAILURE OF THE DEVICE AND/OR THE MONITORING SERVICE, THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THIS SUM IS YOUR SOLE REMEDY NO MATTER HOW THE LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE IS CAUSED, EVEN IF CAUSED BY OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

15. THIRD-PARTY INDEMNIFICATION AND NO 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) the Company's breach of this Agreement or a failure of the Monitoring Service, (ii) our negligence, gross negligence or failure to perform, (iii) any other improper or careless activity of ours in providing the Monitoring Service 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 or other insurance,

you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance carriers, and you agree to defend us against any such claim. You will notify your insurance carrier(s) of this release.

16. ENTIRE AGREEMENT. This Agreement together with the Terms of Use Agreement, which must be accepted to complete the activation process, constitutes the entire agreement and understanding between the Company and Subscriber concerning the subject matter hereof and supersede all prior discussions, agreements and representations, whether oral or written and whether or not executed.

17. ATTORNEYS FEES. In the event that it should become necessary for the Company to institute legal proceedings against Subscriber to enforce any provision of this Agreement, Subscriber agrees to pay the Company reasonable attorneys' fees and costs, except where prohibited by law.

18. CANCELLATION: YOU, SUBSCRIBER, MAY CANCEL THIS AGREEMENT AND THE MONITORING SERVICE HEREUNDER AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE EFFECTIVE DATE. IF CANCELLATION IS DESIRED AND THE DEVICE THAT YOU USE WAS SUPPLIED TO YOU BY US, YOU MUST MAKE AVAILABLE TO THE COMPANY OR ITS AGENT, IN GOOD CONDITION, THE DEVICE AND ANY OTHER EQUIPMENT DELIVERED UNDER THIS AGREEMENT. TO CANCEL THIS AGREEMENT AND THE MONITORING SERVICE HEREUNDER, SUBSCRIBER MUST MAIL OR DELIVER A SIGNED AND DATED NOTICE OF CANCELLATION TO THE COMPANY NO LATER THAN THE THIRD (3RD) DAY AFTER THE EFFECTIVE DATE. THE NOTICE OF CANCELLATION SHOULD BE COMMUNICATED IN WRITING TO BThere, LLC, 30 N. Gould St, Ste R, Sheridan, WY 82801; ATTENTION: CANCELLATION DEPARTMENT.

Subscriber understands and agrees that the Company's duties and obligations to provide the Monitoring Service and any other services arise solely and exclusively out of this Agreement and not otherwise.

Last Updated: October 23, 2025

