



User Guide

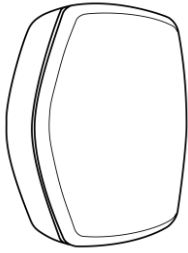
Version 1.1



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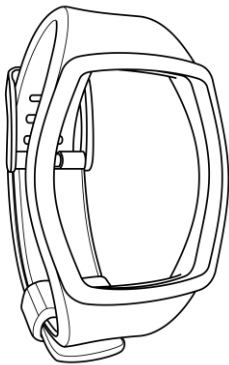
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1 Items in the Box

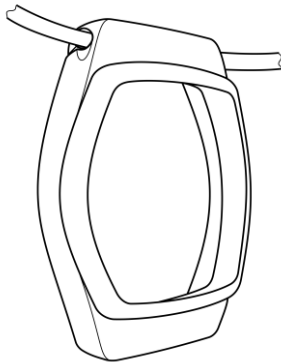


Lively Wearable™ Device – This is your one-button device with built-in accelerometer for tracking steps. It can be worn around your wrist or neck using the included accessories.

The battery has been pre-installed for your convenience.



Wristband Accessory – Allows you to wear the device around your wrist.

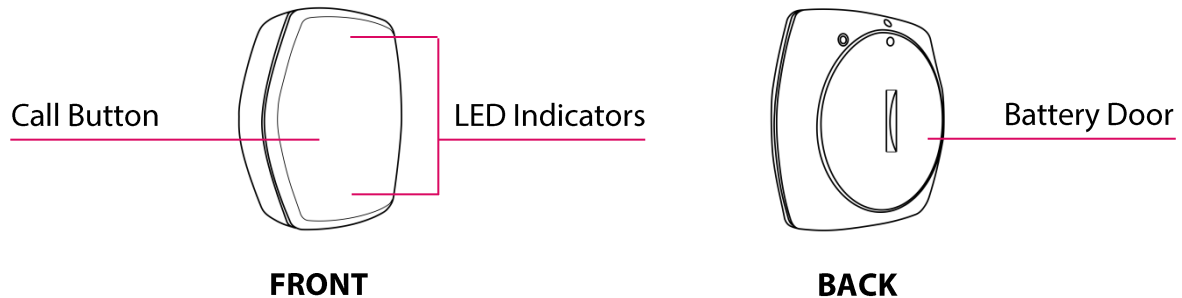


Magnetic Lanyard Accessory – Allows you to wear the device around your neck (required for Fall Detection).



Quick-Start Guide – Gets you started quickly.

2 Your Lively Wearable



- **Call Button** – The face of the device has a button at the center that allows you to call a 5Star® Agent through your smartphone.
- **LED Indicators** – Provides visual indication of connectivity to your smartphone, active data synchronization to your smart phone, and low battery life.
- **Battery Door** – Used for replacing the battery. Use a flat object like a coin to rotate the door counter-clockwise to unlock.

3 Activating Your Lively Wearable

Step 1: Activate your service

Go to greatcall.com/wearable/activation and follow the online instructions. During this process you will be asked to enter in the phone number of the smartphone that will be paired with the Lively Wearable. You will be asked to enter this phone number again through the Lively app to complete set up.

Activation and service required before features will function.

Step 2: Download the Lively app onto your Android smartphone

Go to the Google Play Store on your Android® smartphone and download the Lively app. This will enable you to see your activity, participate in daily challenges, and connect to 5Star Agents for help.

Step 3: Pair your Android smartphone with the Lively Wearable

Open the GreatCall Lively app and it will guide you through pairing the device with your Android smartphone. Make sure both activation and app download are complete prior to pairing.

Currently, the Lively Wearable can only be paired with smartphones running Android 4.4 or later. Lively Wearable compatibility with Apple smartphones is coming soon.

Step 4: Have friends and family download GreatCall Link™

Tell your friends and family to download the GreatCall Link app on their Android smartphone and add you as a connection—so you can share accomplishments and they can cheer you on along the way.

Currently, only the GreatCall Link app on Android smartphones can follow Lively Wearable users. The ability to follow Lively Wearable users on Apple smartphones is coming soon.


4 Setting up the Lively App

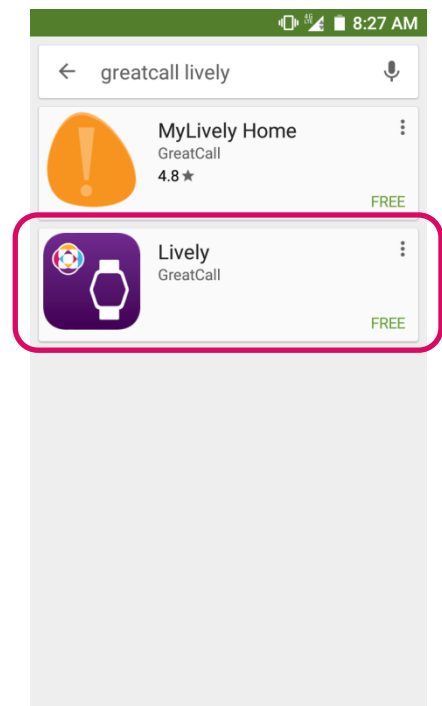
The Lively app is required for your Lively Wearable to operate. This app allows you to track your activity, participate in fun daily challenges and allows you to connect to a 5Star Agent in case you need help.

The Lively app can be downloaded using the Google Play Store app found on your Android smartphone. With the Play Store app you can find your favorite music, movies, books and Android apps and games. The Play Store app comes installed on Android devices that support Google Play.


IMPORTANT: You cannot use the Lively app until you have activated your service online as described in the previous section.

Step 1: Open the Play Store app

On your Android smartphone, go to the Apps section and TAP the Play Store icon (). If you have never set up your Android smartphone with a Google account, you will be asked to do so now. If you already have a Gmail email address, you can use that to log in. Otherwise, create a new account now.



Step 2: Download the Lively app

In the search field find "GreatCall Lively" and install the Lively app (). The app is free to download and install.

Step 3: Launch the Lively app

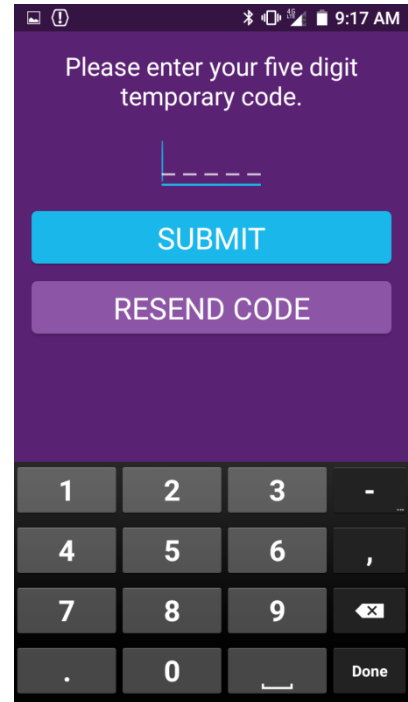
Once installed, TAP the Lively app icon on your home screen to launch it. You will be taken through a few key steps to ensure that Bluetooth®, cellular data, Wi-Fi data, and location services are enabled.

Step 4: Log into the Lively app

You will be asked to enter the phone number of the smartphone that will be paired with the Lively Wearable, which should have been the same one used during the online activation process. We will use this phone number to send you a text message of your temporary 5-digit code used to complete the log in process.

Step 5: Pair your Lively Wearable

The app will now guide you through pairing your device with your smartphone. Press and hold the button on your Lively Wearable for 5 seconds to turn the device on. Then, press "Connect Now" in the app to connect your smartphone to the Lively Wearable. The app will let you know if it has successfully connected with your Lively Wearable.



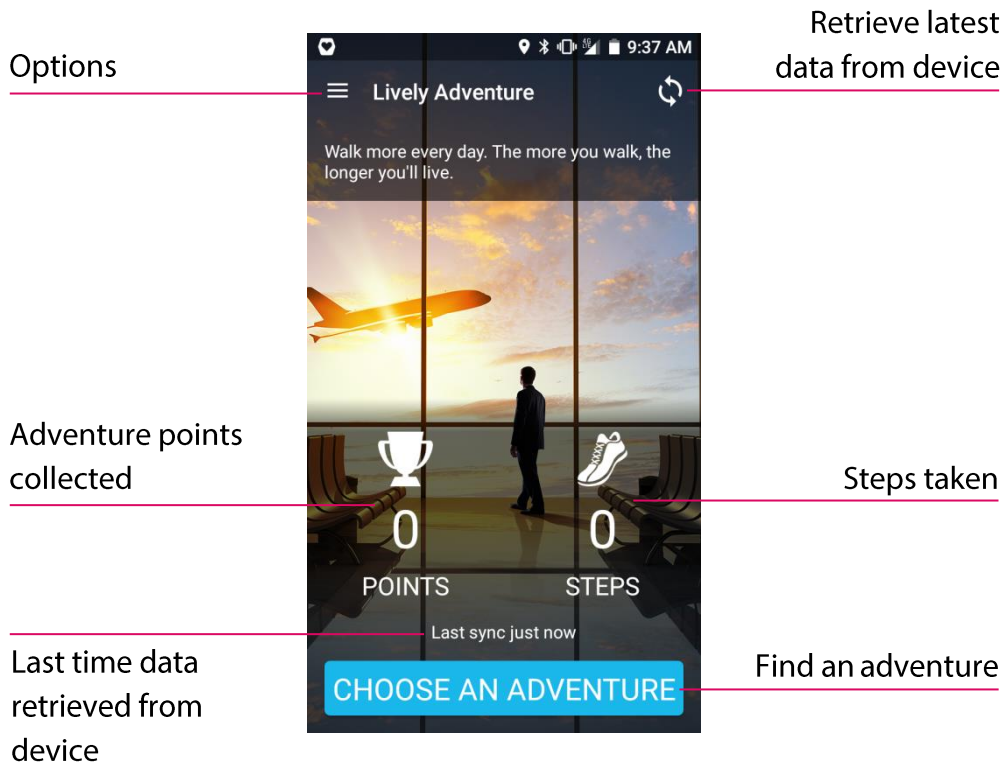
5 Using the Lively App

The Lively app allows your smartphone to communicate with the Lively Wearable to track your steps as well as contact a 5Star Agent at the push of a button.

Viewing Your Activity

The main screen you see when you first launch the app will display your total adventure points you have collected as well as the steps you have taken.

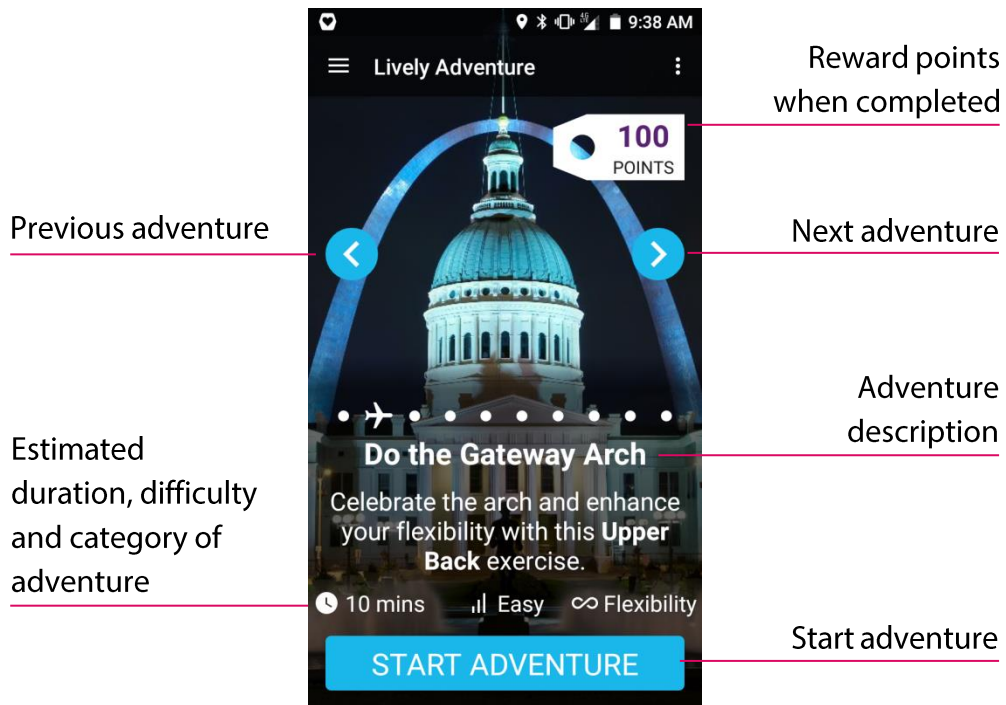
TAP the “CHOOSE ADVENTURE” button at the bottom of the screen to view available adventures for the day.



Completing Adventures

Adventures are a series of challenges that exercise your strength, balance, motion and mind. Some adventures may involve steps and the integrated step counter in your Lively Wearable, while some others may provide instruction on how to perform stretching exercises. All exercises included in the Lively app were designed through **Go4Life**[®], an exercise and physical activity campaign from the National Institute on Aging at NIH.

After TAPPING “CHOOSE ADVENTURE” from the main screen, you will be taken to the first available adventure. TAP the left and right arrows to cycle between the available adventures and TAP the “START ADVENTURE” button at the bottom of the screen if you are interested in the exercise. You will be rewarded with points when completing your adventure.

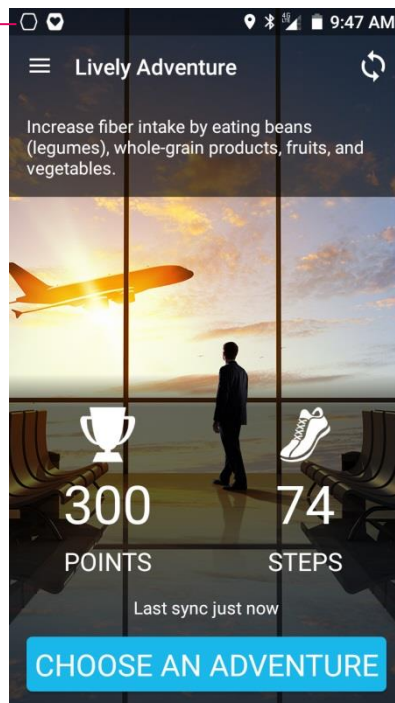


Device Connectivity Status

Several icons will appear at the top of your screen, in the status bar, to let you know if you are properly connected to your Lively Wearable.


IMPORTANT: If for any reason your Lively Wearable becomes disconnected from your smartphone, you will not be able to contact 5Star by pressing the Call Button on the device. In general, the device can work up to 150 feet away from your smartphone, line-of-sight. Environmental factors such as nearby electronic devices and walls may impact distance performance.

Device status



 **Lively Wearable connected** – Device is properly connected

 **Lively Wearable disconnected** – Device is NOT connected

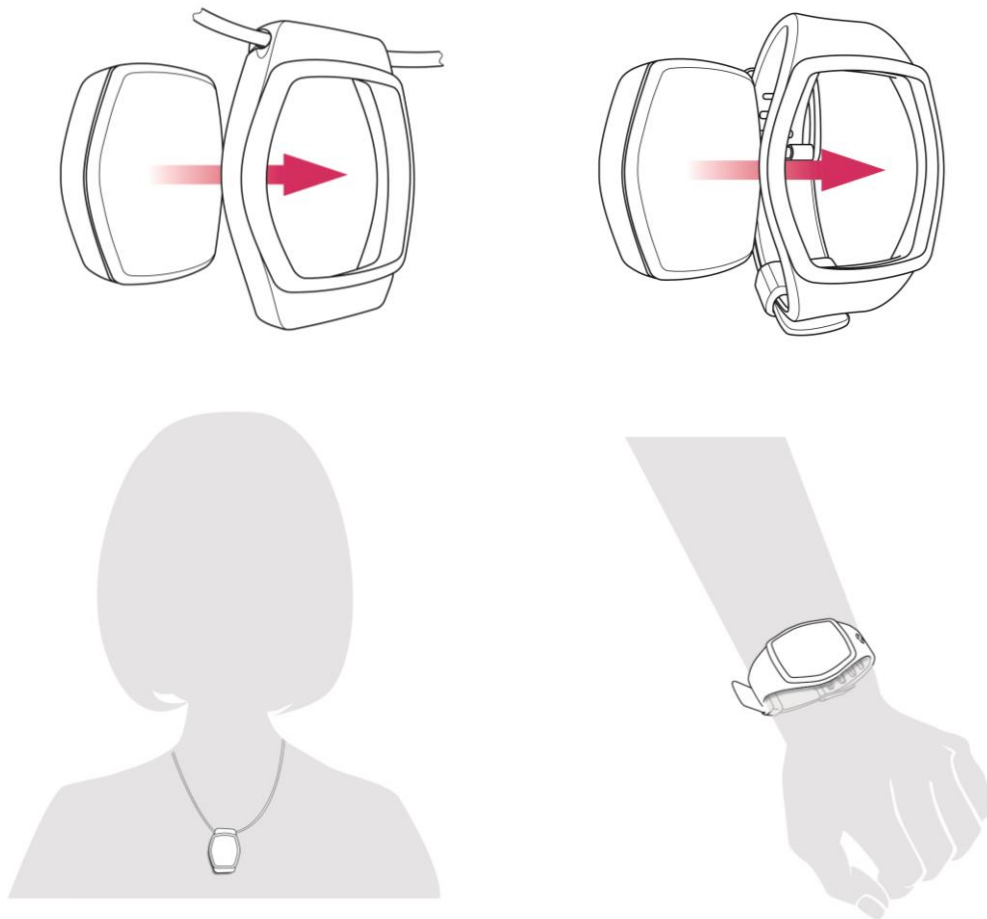
 **Lively app notification** – There is a new notification from the Lively app (ex. challenge completed)

6 Using Your Lively Wearable

Two Ways to Wear

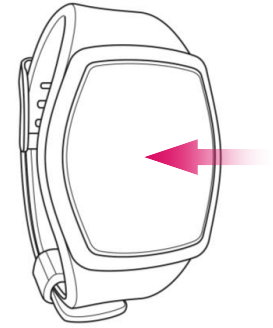
Your Lively Wearable comes with two accessories that allow you to wear it around your neck using the Magnetic Lanyard Accessory, or around your wrist using the Wristband Accessory. When using either accessory, ensure that you insert the device from behind the accessory as illustrated below.

IMPORTANT: The Fall Detection feature is calibrated for neck-worn use, and is only enabled when worn using the Lanyard Accessory. Fall Detection is automatically disabled when removed from the Lanyard Accessory.



5Star Urgent Response Service

Your Lively Wearable monthly subscription comes with 5Star Urgent Response Service. 5Star provides an easy-to-use and reliable access to IAED (International Academies of Emergency Dispatch) Certified 5Star Agents who will confirm your location, evaluate your situation, and get you the help you need. Trained in CPR and other emergency procedures, they can assist you with any uncertain or unsafe situation, 24 hours a day.



In the event of an unsafe or uncertain situation:

1. Press the Call Button located in the center of the device. When the button is pressed, your Lively Wearable will trigger your smartphone to make a call to our highly-trained 5Star Agents.
2. Once connected, you will be able to speak with the Agent through your smartphone's speakerphone.
3. TAP the End Call button on your smartphone to end the call.

NOTE: The Lively Wearable does not have a built-in microphone or speaker. You must speak to the 5Star Agent using your smartphone.

If Your Call to 5Star Requires Emergency Assistance:

If you call 5Star and the 5Star Agent determines that you need emergency assistance, the Agent will connect you directly to 9-1-1 emergency services. 5Star Agents may provide emergency services or 9-1-1 Operators with information from your Personal Profile, such as your medications, allergies and personal contact numbers.

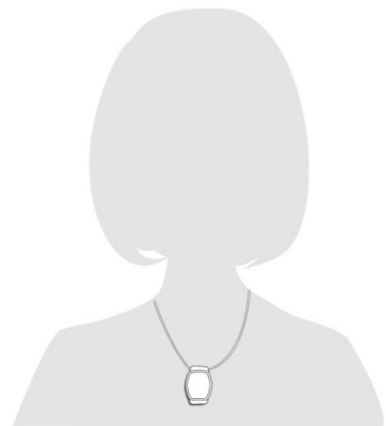
Fall Detection

In addition to tracking your steps, the built-in accelerometer can also detect if you have a fall.

Your Lively Wearable uses a patented algorithm used to evaluate sudden changes in your body movement, in relation to your physical activity and posture, to identify falls. Because the accuracy of Fall Detection depends on the device's orientation on your body, it is required to use the Lanyard Accessory for Fall Detection to work. Fall Detection will automatically be disabled when removed from the Lanyard Accessory.

How it Works:

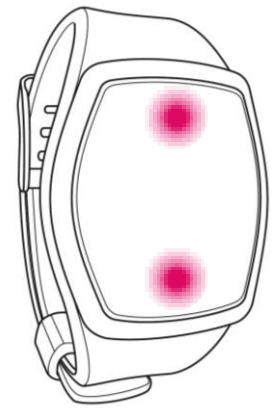
1. A fall occurs and you are unable to press the Call Button on your Lively Wearable.
2. Your Lively Wearable detects the fall.
3. Your Lively Wearable automatically initiates a call to 5Star through your smartphone.



IMPORTANT: The Fall Detection feature is calibrated for use around the neck, and is only enabled when worn using the Lanyard Accessory. Fall Detection is automatically disabled when removed from the Lanyard Accessory. We cannot guarantee that the service will always accurately determine a fall

Indicator LEDs

Your Lively Wearable has two LEDs hidden underneath the Call Button that emit light periodically to let you know of its status. Note that in most situations the LEDs will be off, even when the device itself is powered on, to maximize battery life.



Below is a table of the most common light patterns:

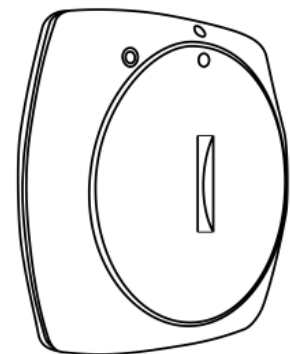
COLOR	PATTERN	MEANING	NOTES
Red and Green	Alternating Blinking	Factory Startup Mode	Only occurs on first power on
Red	Blinking	Out of Range / Not Connected	Bring smartphone or device closer together; Ensure Bluetooth is turned on
Green	Solid	Call Button Pressed / Fall Detected	Call Button pressed or Fall Detected and a call was successfully initiated
Green	Blinking	Transmitting Data	Device is sending step data to your smartphone
Amber	Solid	Low Battery	Replace the battery as soon as possible

Replacing the Battery

On the back of Lively Wearable device you will see a Battery Door which can be removed by rotating it counter-clockwise using any flat object that fits into the slot (a coin works well).

Replacement Battery Model: **CR2450 Lithium Coin**

Insert the replacement battery, positive-side of the battery facing out, and reinstall the Battery Door. Ensure that the gasket in the Battery Door is not pinched or dislodged when reinstalling.



7 Managing Your Account

MyGreatCall allows you to easily and securely manage your 5Star account and Personal Profile online. If you haven't set up a MyGreatCall account yet, you will need to register by navigating to www.mygreatcall.com on your computer's web browser and following the easy instructions to create an account.

Once registered, you can go to www.mygreatcall.com to log into your MyGreatCall account at any time to:

- Manage Your Personal Profile
- Locate Your Splash using GreatCall Link
- Manage "Just In Case" Notes
- Manage your 5Star Billing Information

Your Personal Profile provides our 5Star Agents important information that will be critical in assisting you in uncertain or unsafe situations. The more information you provide, the better we can assist you. You can start with basic information and return later to www.mygreatcall.com to easily update or add more information. It is a good idea to periodically review the information to be certain it is still accurate.

Typical information you provide will include:

- Information like your name, phone numbers, gender, date of birth and your primary language.
- Locations you frequently visit such as your home address, work, gym, doctors' offices or vacation home.
- Emergency contacts – or people we can notify on your behalf in case of an emergency.
- Medical information such as medications, doctors, hospitals and medical or physical conditions.
- Vehicles that you drive, including make, model, color, and license plate number.

8 Terms and Conditions

Welcome to the GreatCall Family!

Thank you for using our Lively Wearable device and Lively Wearable Services including GreatCall Link, Fall Detection, Activity Tracker, Daily Challenges, and 5Star Urgent Response Service (“Services”).

BY USING OUR SERVICES, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU, INCLUDING AN ARBITRATION AGREEMENT THAT WAIVES YOUR RIGHT TO A JURY TRIAL, A CLASS ACTION WAIVER, A CHOICE OF LAW PROVISION, AND A FORUM SELECTION CLAUSE. IF YOU DO NOT AGREE TO THE TERMS, DO NOT USE OUR SERVICES.

How Your Lively Wearable Works

Your Lively Wearable device requires a compatible smartphone with the free Lively App downloaded. Lively Wearable Service includes GreatCall Link, Fall Detection, Activity Tracker, Daily Challenges, and 5Star Urgent Response Service. Each of these services and their specific terms and conditions of use are described below. For Lively Wearable Service to function properly, your Lively Wearable must be paired and connected to your compatible smartphone via Bluetooth, and your smartphone must be charged, powered on and have an adequate wireless signal. Your Lively Wearable device is powered by a CR 2450 battery that will last up to six months and is easily replaceable.

Lively App License Grant

The Lively App software is licensed, not sold, to you by GreatCall, Inc. and it is for use only under the terms of this License. The Lively App is intended for your personal, non-commercial use and may not be rented, leased sold, or redistributed by you. GreatCall and its licensors retain ownership of the Lively App software and reserve all rights not expressly granted to you. In its sole discretion, GreatCall may make available app updates and the terms of this License shall govern such updates unless such update is accompanied by a separate license, in which case the terms of that license will govern.

Subject to the terms herein, you are granted a limited non-exclusive license to use the Lively App software on a single device. You may not, and you agree not to enable others to, reverse engineer, disassemble, attempt to derive the source code of, create derivative works of, or modify the software or any services provided by the software.

You acknowledge and agree that certain Lively App features transmit data through your Bluetooth-paired and connected smartphone and could impact charges to your wireless data plan. You agree that all such charges are your responsibility. You can view and control data use of apps, including the Lively App, in your smartphone settings.

Lively Wearable Activity Tracker And Lively Wearable Daily Challenges

Lively Wearable, Activity Tracker and Daily Challenges are not medical devices or medical services. Activity Tracker and Daily Challenges are intended for fitness purposes only and are not intended to diagnose, cure, mitigate, treat or prevent diseases. Consult your physician before you begin or modify any exercise program.

GreatCall provides Activity Tracker and Daily Challenges as services. While the information contained within the applications is periodically updated, no guarantee is given that the information provided is correct, complete, or current.

Some content within Daily Challenges is derived from or may lead to other destinations, including those operated and maintained by third parties. GreatCall includes this information and any links solely as a convenience to you, and the presence of such information or link does not imply responsibility for or an endorsement of the linked site, its operator, or its contents (exceptions may apply). Reproduction, distribution, republication, and/or retransmission of material contained within these services are prohibited.

GreatCall Link For Lively Wearable

GreatCall Link allows you to authorize contacts to have access to information about your Lively Wearable Services. The information authorized contacts may access includes the power status of your paired and connected Lively Wearable, up to seven days of Daily Challenge history, and up to 30 days of logged calls to 5Star Urgent Response. Authorized contacts may access this information through the GreatCall Link smartphone or web app. You may add or remove authorized contacts at any time through your GreatCall Lively App.

Lively Wearable Fall Detection

GreatCall Fall Detection works only when wearing Lively Wearable around the neck in the specially designed and included lanyard. Lively Wearable Fall Detection works in conjunction with your 5Star Urgent Response Service. Using patented and clinically validated algorithms, the service detects falls and, through your Bluetooth-connected smartphone, alerts 5Star Urgent Response Service that you need help, even when you are unable to press the button on your Lively Wearable. You will have an opportunity to cancel the call to 5Star Urgent Response if you do not need assistance. We cannot guarantee that the service will always accurately determine a fall. In order for Fall Detection to work, your Lively Wearable must be paired with your compatible smartphone and your smartphone must have an adequate wireless signal to complete the call to 5Star. Calls to 5Star are made through your compatible smartphone and use wireless plan minutes like a normal cellular call.

How Lively Wearable Works With 5Star Urgent Response

In the event help is needed, pushing the button on your Lively Wearable will connect you to 5Star Urgent Response. 5Star Urgent Response is only available in the United States. 5Star Urgent Response IS NOT A SUBSTITUTE FOR 9-1-1, and in fact, if 5Star conferences in 9-1-1 emergency services on your behalf, there could be a delay in reaching 9-1-1 emergency services. The service will only work if your account is current on payment and if your Lively Wearable is paired and connected by Bluetooth to your compatible smartphone and your smartphone is charged, turned on, and has network access. Calls to 5Star are made through your compatible smartphone and use wireless plan minutes like a normal cellular call. You agree that once you enroll in Lively Wearable Service, we will be able to track your approximate location whenever your Lively Wearable is paired and connected by Bluetooth to your compatible, powered-on smartphone. You agree that we can provide this information to third party service providers and authorized GreatCall Link contacts in case of an emergency or service incident. However, we cannot guarantee that we can track your exact location and in some cases, we may only be able to provide the information provided in your Personal Emergency Profile..

Your Use Of 5Star Urgent Response

You promise not to use 5Star Urgent Response Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from your actions. You are solely responsible for maintaining the content and accuracy of your Personal Emergency Profile in the Lively App.

Your Responsibility For Others Who Use Your 5Star Urgent Response Service

You are solely responsible for any use of 5Star Urgent Response Service associated with your device, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for the services requested by you, or by anyone using the service through 5Star Urgent Response on your behalf. You agree that our agent may share your information with any authorized person calling the service on your behalf.

Your Interactions With 5Star Agents

We may record and monitor conversations between you and our agents, emergency service providers, the police, or other third parties. Please note that our agents may also remain on the line if they conference in a third party to assist in completing a service request. Please understand that 5Star Urgent Response is not required to release any audio or physical records that are created as part of the 5Star Urgent Response Service without a subpoena (unless otherwise required by law). We will do our best to accommodate you if English is not your first

language and you require translation services, but we cannot guarantee the availability or competence of a third party translator.

Connection To Other Service Providers

Our agents may link, conference or transfer you to other service providers such as the police, fire department, ambulance service, 9-1-1 emergency services or towing service. We'll use reasonable efforts to contact appropriate service providers for help when you ask for it, but we can't promise that any service providers will respond in a timely manner or at all. Furthermore, we can't promise we will provide the best service provider or guarantee any level of service from such service provider. The laws in some places require an emergency situation to be confirmed before emergency service providers will provide service. We will not contact emergency service providers in these locations in response to your call if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We will attempt to have an agent contact you after you have completed a 9-1-1 call to make sure that you do not need additional assistance but cannot guarantee this service in all cases or for all devices.

5Star Usage Limits

We may place usage limits for any 5Star Service. If we place usage limits for a 5Star Service, and you then use such service more than allowed by the limit amount, we will charge you at our then current rates for your usage in excess of the limit amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

Your Responsibility To Pay For Lively Wearable Service

You are responsible to pay for your Lively Wearable Health and Safety Service on time and (unless the law provides otherwise) in full. If you purchase a year of service in advance and stop your service in the middle of the annual period, we will refund you the remaining months of the Lively Wearable Health and Safety Service. You are also responsible for directly paying all charges for services provided to you by others (such as emergency service providers).

Your Responsibility To Pay For Taxes And Government Fees

You promise to pay all federal, state and local taxes, and other fees and service charges that we are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

Your Responsibility To Tell Us Right Away About Disputed Charges

If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), or you are waiving the dispute.

Our Right To Terminate Or Suspend Your Lively Wearable Service

We may terminate your Lively Wearable Service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the Lively Wearable Service to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we will refund any amounts you have paid in advance. Also, we may terminate your service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, you fail to pay amounts that are due to us, you interfere with our efforts to provide service, interfere with our business, or if your Lively Wearable Service or wireless phone number is used for illegal or improper purposes. You don't have any right to have Lively Wearable Service reactivated, even if you cure any of these problems. Whether we allow you to have service again will be entirely up to us. We can suspend your Lively Wearable Service for any reason. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

Ending Your Lively Wearable Service

You can cancel your Lively Wearable Service at any time. All you have to do is call us and tell us you want to cancel service. We will cancel the service immediately and you will not be charged for any future months.

Reactivating Or Changing Your Lively Wearable Service

We will only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, or reactivate your Lively Wearable Service. If we do any of these things, you agree to pay any charges associated with these requests. We will attempt to retrieve your previously stored Personal Emergency Profile if you reactivate your Lively Wearable Service, but we cannot guarantee our ability to retrieve it.

Your Privacy

Some of our key privacy practices are outlined in this section. For a complete description of our privacy practices, please refer to our Privacy Statement. We may update our Privacy Statement from time to time and the updates are available at www.greatcall.com, or you can contact us to request a copy.

We may collect information about you in several different ways: from information you provide to us, from your use of the Lively Wearable Service, from calls or emails between us, from location based services, and from third party data providers. We will collect information about your location on a periodic or regular basis. The information we may get about you includes your contact and billing information (including your credit card number), registration information, your physical locations, and information that helps us customize our services (including your medical condition and medications). You agree that we can, subject to applicable law, use this information to provide Lively Wearable location based services, manage your account, conduct analysis and research, comply with legal requirements, prevent fraud or misuse of the Lively Wearable Service, and protect our rights or property or the safety of you or others.

Warranty

While we strive to ensure that the service is provided without interruption and is accurate and reliable, we make no representation or warranty, either expressly or tacitly, for the accuracy, reliability, completeness, correctness or otherwise with respect to the service and we assume no liability or responsibility of any kind for omissions or errors in the service.. Use of the service 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 on a device while using Lively Wearable.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS. Specifically, we and our affiliates make no representations or warranties about the accuracy, reliability, completeness including errors or omissions, currentness or timeliness of content, software, text, graphics, links, or communications provided on or through the use of the service.

Limitations Of Liability

You and GreatCall are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows: (1) we are not liable for the actions or inactions of any service provider we contact for you, or for our inability to contact any service provider in any particular situation, (2) we are not liable to you for any injuries to persons or property arising out of or relating to your use of the Lively Wearable Service, (3) our maximum liability to you under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to an amount equal to the portion of the charges to you for the services relating to the period of service during which such damages occur, (4) unless otherwise provided in this agreement, your maximum liability to us under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to any charges due and owing by you to us, (5) neither you nor we can recover punitive damages, treble, consequential, indirect, or special damages, or attorney's fees. You and we agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited in this agreement, (6) no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any

third party, by buildings, hills, tunnels, network congestion, weather, or any other things we do not control, (7) notwithstanding anything else in this agreement, you agree to excuse any non-performance by us or any service provider caused in whole or in part by an act or omission of a third party, or by any equipment failure, act of god, natural disaster, strike, equipment or facility shortage, or other causes beyond the control of us or our service providers, (8) you agree that neither we nor any service provider who sends you data or information through the Services is liable for any errors, defects, problems, or mistakes in that data or information, and (9) you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using the Services on your behalf, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your Services. Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

How We Will Resolve Disputes

Arbitration Agreement, Class Action Waiver and Forum Selection Clause

If you and we have a disagreement related to the Services or the validity of these terms of conditions of use, we'll try to resolve it by talking with each other. If we can't 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's 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. As modified by these terms of conditions of use, the arbitration will be governed by the AAA's arbitration rules (collectively "Rules and Procedures"). We further agree that: (a) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and us; (b) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (c) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (e) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (f) the arbitrator shall honor claims of privilege and privacy recognized at law; and (g) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or us shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/customer.

With the exception of subparts (b) and (c) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained in these terms of conditions of use. If, however, either subpart (b) or (c) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration.

In the event this agreement to arbitrate is held unenforceable, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and us shall be exclusively brought in the state or federal courts located in San Diego County, California. Further, in the event either you or we bring an action in a court seeking provisional interim equitable relief pending resolution of an arbitration, such provisional interim relief must be exclusively sought in the state or federal courts located in San Diego County, California.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879, write the AAA at 1633 Broadway, 10th Floor, New York, New York 10019, or visit the AAA website at <http://www.adr.org>.

Governing Law

To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of California, in accordance with the Federal Arbitration Act, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

Our Relationship With You

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

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.

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 GreatCall. 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 of 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.

9 Monthly Charges

To subscribe to the 5Star Service, you will be charged a recurring monthly service fee plus any applicable taxes. Remember, you can use your Lively Wearable as much as needed but GreatCall may place usage limits in cases of abuse of the service. There is a fee associated with activating your service and there may be a fee when reactivating.

10 Return Policy

If for any reason you are not completely satisfied with your service, or the Lively Wearable, you can return your device within 30 days of purchase and we will refund the full price of the device. If you paid a first-month service charge, we'll refund it as well.

How To Return Your Lively Wearable:

1. Call GreatCall Customer Service at 1-866-490-1076.
2. You will receive a return authorization number, address and instructions for return. If your Lively Wearable was purchased from a retail location, it must be returned to that location and is subject to that store's return policy.
3. The Lively Wearable must be in "like new" condition in its original box with all components and materials to be eligible for a refund.

Shipping charges are not refundable. You will be charged a \$10 restocking fee.

11 Health and Safety Information

GreatCall recommends that you read all of the Health and Safety information concerning your Lively Wearable. Visit www.greatcall.com/legal/5star-fcc-compliance to view or print this information.

Regulatory Agency Identifications

For regulatory identification purposes, your product is assigned a model number of VM01 and an FCC ID of 2AHQE-VM01.

Federal Communication Commission Interference Statement

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 measures:

- 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 or television technician for help.

Any changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate this equipment. 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.

5Star is not a substitute for 9-1-1. In the event of a critical emergency, always contact 9-1-1 immediately.

12 Support

Visit us on the web at: www.greatcall.com/support

Call us at: 866-490-1076