

Terms & Conditions

The following constitutes the entire agreement between the individual subscriber, hereby referred to as "Customer," and Direct Alert, A wholly owned trademark of Revision Security, hereby referred to as "Direct Alert".

- 1. AGREEMENT:** The Customer hereby agrees to pay Direct Alert, a monthly fee plus applicable taxes for financing and/or monitoring service. The monitoring service shall automatically renew for an additional 30 days unless the Customer provides written notice to Direct Alert 30 days prior to canceling the monitoring service. The Customer personally guarantees the rental and/or monitoring service payments. Direct Alert does reserve the right to adjust prices to reflect changes in costs without prior consent of the Customer. Direct Alert will do its best to advise its Customer of any changes in fee structure.
- 2. TERM:** The term of this agreement is for the initial term beginning on the activation date and will be automatically renewed on a monthly basis. Either party may terminate this agreement upon 30 days written notice.
- 3. DIRECT ALERT DUTIES:** Direct Alert will use reasonable commercial efforts to monitor the equipment or have it monitored through a third party 24 hours a day and 7 day a week. If Direct Alert receives a signal from the equipment it will use its reasonable commercial efforts to notify the appropriate emergency response contact as designated by the Customer.
- 4. CUSTOMER DUTIES:** The Customer will immediately notify Direct Alert of any problems with the equipment and test it on a monthly basis by triggering the emergency response unit. It is the sole responsibility of the Customer to inspect and maintain the system itself. The Customer shall also notify Direct Alert of any change in telephone number, address, medication or any health related matter. The Customer acknowledges that all information gathered is held in confidence according to Direct Alert's privacy policy. It is agreed that all telephone lines, special equipment and installation are the Customer's responsibility.
- 5. LIMITATIONS:** Direct Alert relies on telephone lines to receive signals from the equipment to perform its services. If there are any problems with the telephone network or the Customer's line, Direct Alert will not be able to monitor the equipment and will not be aware that assistance is required. While these problems exist Direct Alert would have no means or obligation to perform its services. If the line is in use during an emergency situation, the Customer acknowledges that the emergency response center will be unable to contact the Customer through the two way voice panel.
- 6. FINES & FEES:** Following a false alarm, regardless of the reason, it is the Customer's responsibility to pay all fines & fees imposed by a municipality, police force or any other agency.
- 7. FORCED ENTRY:** The Customer understands that if emergency response units are sent to the location from which an emergency signal has been received forced entry may be required to respond appropriately to the emergency situation. The Customer shall indemnify and hold harmless any party involved in such an occurrence under any and all circumstances including section 10 of this agreement.
- 8. PRE-AUTHORISED PAYMENTS:** Direct Alert is hereby authorized to periodically draw payment under its pre-authorized payment plan from the bank account information obtained from the sample cheque sent to Direct Alert to cover all amounts due under this agreement. The Customer agrees to notify Direct Alert of any change in banking information and/or ownership.
- 9. CREDIT CARD PAYMENTS:** Direct Alert is hereby authorized to periodically draw payment under its pre-authorized payment plan from the Credit Card account specified to the Direct Alert representative to cover all amounts due under this agreement. The Customer agrees to notify Direct Alert of any change in Credit card information and/or expiry date.
- 10. NO LIABILITY, INDEMNITY:** Direct Alert is not liable whatsoever for any damages including without limitation any personal injury, property damages, loss of business, or incidental or consequential damages caused by or related to the equipment, its manufacture, installation, functioning or operation. You agree to indemnify us against, and shall protect us from all loss, costs, liabilities, claims, legal proceedings and expenses arising in connection with: this agreement; the equipment; the manufacture, selection, purchase, ownership, delivery, installation, possession, use, monitoring, maintenance, loss or return of the equipment; taxes; the equipment's infringement of any patent, industrial or intellectual property right; any default; or the exercise by us of our rights hereunder. The Customer hereby acknowledges that any temporary disruption in the above mentioned services caused by acts of god, government regulation or catastrophe is completely beyond the control of Direct Alert that supply of such services may not resume for an undisclosed period of time. Direct Alert are not responsible, and will not be held accountable for delays in response time between the Emergency Response Center and local emergency services and/or any failure to contact local emergency services for any reason whatsoever.
- 11. DEFAULT AND/OR TERMINATION:** In case of default and/or termination by the Customer in respect to the terms of the current agreement, the company may unilaterally put an end to the contract and claim further damages to the extent of all fees due to the end of the current term and any terms already renewed, as well as any interest and penalties incurred. Late payments will incur interest charges of 2% monthly. Any pre-authorized payments, credit card payments or checks returned for any reason will be billed at \$25 per incident.
- 12. REPRESENTATIONS AND WARRANTIES:** Customer acknowledges that Direct Alert is acting strictly as a re-seller of equipment for the manufacturer. All products include manufacturer warranties as described by the manufacturer, and subject to terms and conditions as outlined by the manufacturer unless otherwise indicated. Batteries are not covered under these warranties.
- 13. MISCELLANEOUS:** The parties agree to have this contract drafted in the English language. The parties further agree that the laws of Quebec and Canada shall be the governing laws with respect to this agreement. All funds referred to in this agreement are in Canadian Dollars. This agreement constitutes the entire agreement between the Customer and Direct Alert.

Customer hereby acknowledges having read the terms and conditions of this agreement, which are set forth on this page. Such acknowledgement is conclusively evidenced by the Customer activating the Direct Alert Monitoring service. The customer hereby acknowledges delivery of the Direct Alert unit and confirms that the equipment has been inspected, is in good operating condition, and is totally fit for its intended purposes and is in all respects as represented.