

# Smart Companion Agreement - For Veteran

## SMART COMPANION AGREEMENT

Welcome to the Smart Companion Program! This agreement outlines the disclosures, purchase agreement and monthly services agreement.

### About the Smart Companion Program

Smart Companion is a breakthrough personal emergency response system "PERS" and home care services kit that comes with a hands-free phone and video calling system. Simply say, "Alexa, call my son" and instantly be connected by video or audio call. Family members can use any modern smart phone to connect to video calls. Smart Companion is also a voice-activated medical alert device. While in range of the device, you can connect to an Urgent Response Center 24/7. No wearable device required. Simply say, "Alexa, call for help." Alexa is also a virtual assist ready with fun and useful skills, including games to help with memory, medication reminders and entertainment.

### Equipment, Monthly Services, Costs and Payment

#### 1. Smart Companion Program Equipment Cost and Monthly Services.

- a. Equipment. The Equipment includes 3 Companion Devices (interactive audio), 1 Video Companion Device, Smart Router (to insure information is kept private) and a batter backup. The total cost of the Equipment is \$250 due upon signing of this Agreement. The \$250 payment also covers the first month of Monthly Services.
- b. Services. Services include access to all the Smart Companion features, including access to the Urgent Response Center, hands-free access to contacts by voice or video (personalized to your needs), programmable daily reminders, remote connect to family and friends, access to the Smart Companion virtual assistant, access to games, activities, music and entertainment. Services also include connection via an encrypted and battery-backed up router to insure private and continuous access. Services also include access to the Smart Companion network. These Services are required to insure full functionality of the Smart Companion Equipment. Costs for Services is \$88 per month.

#### 2. Payment.

- a. Equipment and First Month of Service - \$250.00 is due upon signing of this Agreement. This payment covers the purchase price of the Equipment, shipping costs and the first month of Services.
- b. Services - \$88 per month is due beginning  and is due on the 1st day of each month thereafter. Payments shall be made via ACH.

#### 3. Payment Method and Cancellation.

- a. ACH Authorization. Payments shall be made on a recurring monthly basis via ACH as authorized by the following ACH Authorization.
- b. This Authorization shall remain in effect until cancelation is made in writing. Cancellation may be made at any time upon 30 days written notice. Client shall remain responsible for all payments due at the time of and following termination. If Client terminates this agreement within 60 days of delivery of the Equipment, Client will be issued a full refund of the Equipment upon receipt of all the devices listed in the Smart Companion Program Equipment clause.

#### Late Fees/Suspension/Termination of Services for Failure to Pay



1. Suspension of Services. Payments not made or received by the 15th of each month may result in the suspension of services. Suspension of services includes cutting off access to the Smart Companion device and disabling wireless connection to the Constant Companion Emergency Monitoring Team. During the period of time your account is in Suspended status, you will not receive daily reminders, calls via the Smart Companion device and other services utilized. Note: This includes access to the 24 hour/7 days a week Urgent Response Center and Medical Alert Services.
2. Termination of Services for Failure to Pay. Failure to make payment within thirty (30) days of due date may result in termination of Smart Companion services.

## **Warranties, Disclaimers and Additional Terms**

**1. Not A Substitute for 911.** The Urgent Response Center is operated by a third-party provider under contract with SmartCompanion Care, LLC. The Urgent Response Center is not meant to be a substitute for 911 or local emergency services. The third-party provider may require additional information and/or documents. Use of the device to contact the Urgent Response Center is meant to be an aid to the user and does not guarantee the protection of the user at all times.

**2. Limitations of the Equipment and Monthly Services.** Company is not responsible for the promptness, sufficiency or adequacy of the action of any Responder. Company will not send any of its personnel to your location in response to an emergency signal. Neither the Equipment nor the Monthly Services can prevent death, bodily or personal injury, or any other harm or damage to you or others who use them. Depending on the plan selected, the Equipment and the Monthly Services rely on the availability of your home telephone service, cellular network coverage, and the availability of global positioning system ("GPS") data to operate properly. These systems are provided by a third party and cannot be controlled by Company. There is always a chance that the Equipment may fail to operate properly. The 911 emergency services line is an alternative to the Equipment and the Services.

**3. Warranty; Disclaimer.** Company makes no guarantees or warranties of any kind relating to the Equipment or the Monthly Services and expressly disclaims all warranties whether express or implied, written or oral, with respect to the Equipment or the Services, including without limitation any warranty of merchantability or fitness for a particular purpose.

**4. NO WARRANTIES OR REPRESENTATIONS; SUBSCRIBER'S EXCLUSIVE REMEDY.** SMART DOES NOT REPRESENT OR WARRANT THAT THE SMART COMPANION OR SERVICES WILL PREVENT ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY, OR THAT THE SMART COMPANION OR SERVICES WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. USER ACKNOWLEDGES THAT SHE/HE ASSUMES ALL RISK FOR LOSS OR INJURY TO PROPERTY OR PERSON. SMART HAS MADE NO REPRESENTATION OR WARRANTIES, AND HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE.

**5. TESTING AND SERVICE.** The Equipment, once purchased, is in the exclusive possession and ownership of the Client. It is Client's sole responsibility to test the operation and to notify Company if Equipment is inoperable. Company shall not be required to service or replace the equipment unless the equipment is returned by the Client to Company. Company shall not be required to replace the Equipment if it is determined it has been damaged or disabled by Client's misuse or failure to properly maintain.

**6. Company's Right to Subcontract Services.** Client agrees that Company is authorized and permitted to subcontract any services to be provided by Company to third parties who may be independent of Company, and that Company shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties.

**7. Assignment.** Client agrees that this agreement and the Services can be assigned to a 3rd party or new company to provide said Services in accordance with the terms herein.

**8. Choice of Law and Venue.** The parties agree that this Agreement is to be governed by and construed under the law of the State of Missouri without regard to its conflicts of law provisions. The parties further agree that all disputes shall be resolved exclusively in state court of St. Louis County, Missouri.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND IT, AND AGREE TO THE TERMS AND CONDITIONS DESCRIBED HEREIN.**

**CLIENT (also known as applicant)**

**SMARTCOMPANION CARE, LLC**



Document ID: b5c9bf4a9fda0e3f1f967fafaff22ae7b71e37f5

Generated on: April 5, 2022

Signed On: <https://sc-staging.hmdev.org/>


*Karolina Szot*

Signed By David Laiderman

Signed On: June 30, 2022

Signature Certificate

Document name: Smart Companion Agreement - For Veteran

 Unique Document ID: b5c9bf4a9fda0e3f1f967fafaff22ae7b71e37f5




Build. Track. Sign Contracts.

**Timestamp**

April 5, 2022 5:36 am PST

**Audit**

Smart Companion Agreement - For Veteran Uploaded by Karolina Szot -  
karolina@hungrymedia.com IP 88.98.96.62

 This audit trail report provides a detailed record of the online activity and events recorded for this contract. Page 3 of 3