

# Philips Lifeline

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# Self-Service Portal

## Terms and Conditions for Use

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### Welcome to the Philips Lifeline Self-Service Portal:

Lifeline Systems Company (“*Philips Lifeline*”) provides You access to this website (the “*Site*”) and the information thereupon subject to the following Terms and Conditions for Use (“*Terms*”). (“*You*” means a subscriber to or appropriately authorized payor of the Philips Lifeline personal emergency response service) (collectively, the “*User*”).

By accessing this Site, You:

- represent and warrant that You (a) have read and understood these Terms; and (b) are the User or are authorized on behalf of the User to bind yourself to these Terms; and
- agree to be legally bound by these Terms and all terms and conditions contained or referenced herein or any additional terms and conditions set forth on this Site.

If you do NOT agree to all of these terms, you should NOT access or use this Site.

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- *Reliance by Lifeline.* You acknowledge that the Subscriber Information You provide or make changes to is relied upon by Philips Lifeline to provide its personal emergency response service, including use by Lifeline monitoring staff to summon assistance for subscribers. Errors in the accuracy of the Subscriber Information you provide or change could result in faulty provision of such assistance and could result in serious bodily injury or death to a subscriber.
- *Indemnification.* You agree to indemnify, hold harmless and, at Philips Lifeline's option, defend, Philips Lifeline and its subsidiaries, parent companies, affiliates, brand licensees, other partners and suppliers and each of their respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns (the "*Lifeline Entities*"), from and against any loss, cost, damage and liability (including reasonable attorney's fees) ("*Loss*") arising from (a) the posting, content, or transmission of any message, data, material or any Subscriber Information you submit on or using the Site; (b) any violation of these Terms by You; or (c) the accuracy, sufficiency and timeliness of any Subscriber Information you provide using this Site.

For purposes of these Terms, "Subscriber Information" shall mean any information, whether personally identifiable or not, relating to a subscriber of or subscription to the Philips Lifeline personal emergency response service.

**Privacy Policy.** Personal information provided or collected through or in connection with this Site shall only be used in accordance with (a) the Philips Privacy Statement for Philips Lifeline Self-Service Portal posted on this Site; (b) these Terms as posted on this Site; and (c) the Philips Privacy Policy which can be viewed at <http://www.usa.philips.com/privacypolicy>.

**Authorized Users.** When requesting access to the Self-Service Portal, You must provide Philips Lifeline with current, complete and accurate information as requested by the applicable registration form. As a User, You are responsible for maintaining the confidentiality of your username and password. Furthermore, You are responsible for any and all activities that occur under Your account. You agree to notify Philips Lifeline immediately of any unauthorized use of a username or password or any other breach of security. You agree that Lifeline is not liable for any Losses resulting from the unauthorized use of a username or password, whether with or without your knowledge. You shall indemnify, hold harmless and, at Lifeline's option, defend, Lifeline for Losses incurred by Lifeline Entities due to such unauthorized access.

**Equipment, Software & Access Requirements.** In order to access this Site, you must supply the following:

- *PC:* Accessing this Site requires a PC with an Internet connection (Cable, DSL, Network connected T1, 56kbs dial up modem) that can support the following browsers and the free Adobe Acrobat Reader.
- *Browser:* Microsoft Internet Explorer version 8.0 or greater, Apple Safari, Mozilla Firefox, Google Chrome
- *Email:* You must have a valid Internet email address.

**Prohibited Uses.** You shall not use this Site:

- for any purpose other than the Authorized Purpose;

- to publish, post, upload, distribute, or disseminate information, data, text, or other material that Lifeline reasonably determines to be inappropriate, unlawful, harmful, offensive, threatening, harassing, abusive, profane, defamatory, obscene, indecent, or otherwise objectionable;
- to sell or promote commercial products or services;
- to gain access by misrepresenting one's identity or by using another person's username or password;
- to harvest or otherwise collect information about others, including e-mail addresses;
- to damage, disable, overburden, or impair any Philips Lifeline server, or the network(s) connected to any Lifeline server, or another's computer or property;
- to interfere with any other user's access to or use of the Site;
- in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- to enable unauthorized access to any Self-Service Portal function, account, program data, computer system or network connected to any Philips Lifeline server, through hacking, password mining or any other means;
- to obtain any materials or information through any means not intentionally made available through this Site;
- to improperly disclose private information about a Philips Lifeline subscriber or any other person;
- to falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- to publish confidential or proprietary information without authorization or to infringe the intellectual property rights of any person or entity;
- to engage in any activity otherwise prohibited by applicable law; or
- to attempt to engage in any of the prohibited activities described above.

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**Suspension of Access Rights.** Upon determining that You have violated these Terms, Philips Lifeline may, in its sole discretion, suspend or terminate Your access to this Site. This remedy shall be nonexclusive and in addition to any other relief that Lifeline may elect to pursue.

**Severability.** If any part of these Terms is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of the remaining provisions, and the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

**Entire Agreement.** These Terms shall constitute the entire agreement between the parties relating to the Site.

**Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. You agree to the non-exclusive jurisdiction of the courts in the Commonwealth of Massachusetts for any disputes, claim or cause of action arising out of, or relating to or in connection with these Terms or your use of this Site, including any disputes relating to the existence or validity of these Terms, provided that you agree to submit any such disputes, claims or causes of action exclusively to the courts of the Commonwealth of Massachusetts.

**Changes.** Philips Lifeline reserves the right to change the Site and/or to revise these Terms from time to time, with or without notice, as Philips Lifeline deems appropriate. Such amended Terms shall be effective upon posting. You shall be deemed to have agreed to any such changes each time you newly access this Site. You agree to regularly review these Terms to ensure that You still wish to access this Site subject to these Terms. The most recent date of modification of these Terms shall be conspicuously posted within these Terms. Philips Lifeline reserves the right to discontinue or make changes or updates with respect to the Site or content thereof at any time without notice. Philips Lifeline reserves the right to restrict, refuse or terminate access of any person to the Site or any part thereof effective immediately without notice at any time

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**Questions.** For questions regarding these terms of use, please contact us at <http://www.lifelinesys.com/content/customer-service/contact-us>.

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