



# **MobileDefender™ Model S**

**Fall Detection**

**User Guide**

**Terms and Conditions**



Version 2.2

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## What's Included in the box

- Caretrak Mobile Defender device
- Charging cradle
- USB cable
- AC power adapter
- Neck lanyard
- Clip-on carrying case

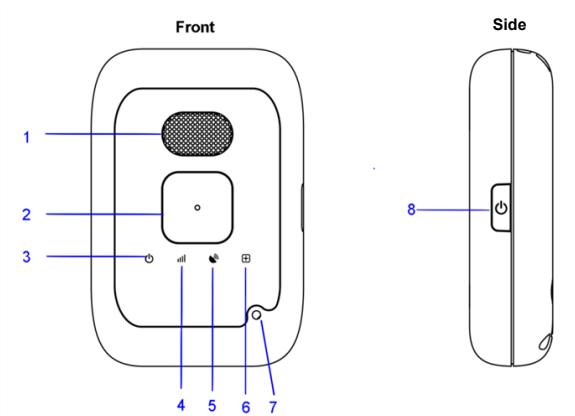
## 1.1 Getting Started

- Review your Welcome email sent from [info@caretrak.ca](mailto:info@caretrak.ca) that contains information for setting up your services and logon information to access your Caretrak Portal & Alerts. If you did not receive your Welcome email, please check your email Junk folder and ensure that [info@caretrak.ca](mailto:info@caretrak.ca) is on your approved sender list
  - If you selected the Emergency Response option, complete setup of your emergency response profile with Caretrak. Caretrak will contact the account holder directly within 3 business days to collect the required information
  - Remove the device and components from the packaging
  - Place the device on the neck lanyard (if desired)
    - Release connectors on the lanyard (lightly push side clasps for each connector)
    - Loop through the lanyard holes on the device
    - Reconnect connectors on the lanyard
  - Plug power adapter into the charging cradle and an electrical outlet
  - **Place device on charging cradle for 24 hours before first use**
  - Place or wear device in an unobstructed area for approximately 30 minutes before first use
  - Complete an initial test call by pushing SOS button until it vibrates. **The call will take approximately 20 seconds complete**
- If you selected the Emergency Response option, notify the response centre at 1-800-465-4166 before completing the test call. Do not complete the test call until your Emergency Response profile has been setup**
- Setup your Caretrak Portal to send alerts to your contacts. See section 1.12 Caretrak Portal Overview

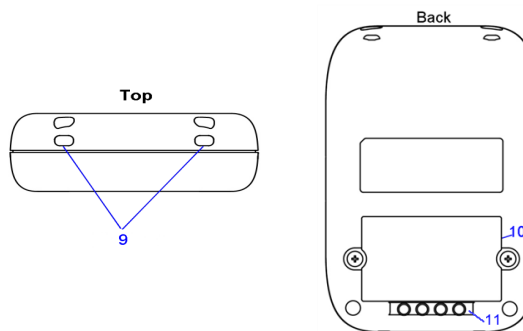
**Please review the terms and conditions included this guide and available at [caretrak.ca/terms](https://caretrak.ca/terms). By using the device or services you agree to be bound by these terms.**

**For any questions or inquiries, please call Caretrak Support at 1-855-333-3381**

## 1.2 Buttons & Indicators



- |    |                           |
|----|---------------------------|
| 1  | Speaker                   |
| 2  | Emergency Button          |
| 3  | Power Status LED          |
| 4  | Cellular Status LED       |
| 5  | GPS Status LED            |
| 6  | Bluetooth Status LED      |
| 7  | Microphone                |
| 8  | Power Button              |
| 9  | Lanyard Holes             |
| 10 | SIM Card Compartment      |
| 11 | Battery Charging Contacts |



## 1.3 LED Light Indicators

### Power LED

LED	Shows Red	Shows Yellow <i>Only applies when device is on the charging cradle</i>	Off <i>Only applies when device is NOT on the charging cradle</i>
State	Battery power is low. This occurs when the battery capacity is at or below 30%.	Mobile Defender is being charged in the cradle	Mobile Defender is either off or is currently on and is charged (between 30% and 100% battery life)
		It will be solid or flashing	

- **The Power LED does not remain illuminated continuously when the device is powered on and ready for use. Various lights will flash on the device intermittently when connecting to the network. You do not need to monitor lights except for the Power LED**
- The device will automatically turn on when placed in the charger. When taken off the charger it will remain powered on although the LED will not remain illuminated
- To check if the device is powered on or off, **soft press** the power button on the right side (do not hold down). If the device is Off, the Power LED will flash once (in Red). If the device is On, the Cellular LED will flash (in Yellow)

### Low Battery:

- The Power LED will turn RED when battery is at or below 30%
- Place it in the cradle to re-charge the device (takes approximately 3-4 hours)

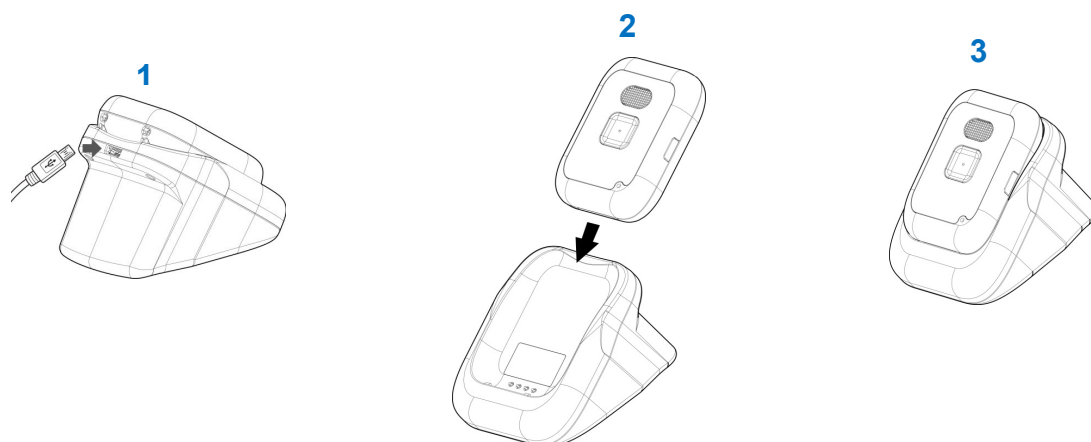
### Cellular LED

LED	On	Blinking	Off
State	Voice connection has been established. Either an inbound or outbound call was placed.	Mobile Defender is searching for or connecting to a cellular network to complete a call or send notifications	Mobile Defender is not transmitting a call or data and does not need the cellular service.

### GPS LED

LED	Blinking	Off
State	Mobile Defender is searching for or attempting to connect to the GPS network.	Mobile Defender is in-between location search and is not needed at that time

## 1.4 Charging The Device



- Connect charging cradle to adapter and plug into an outlet
- Place device into charging cradle
- Leave in the charging cradle for 3 to 4 hours to ensure a full charge (24 hours before the first use)
- It is recommended to establish a regular daily routine with user for charging device
- Estimated battery life is 48 hours (subject to various conditions including GPS and wireless coverage in the area it is being used)

## 1.5 Power On/Off

### Power On:

- Press and hold the power button for 3 seconds.
- Device will vibrate upon startup.
- GPS and Cellular LED's will begin to flash within 10 seconds.
- Device will attempt to connect to the GPS and cellular networks

Right Side



**The device will automatically turn on when placed in the charger. When taken off, it will remain on**

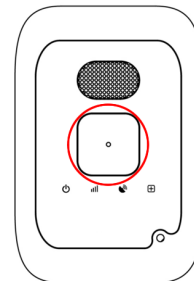
### Power Off:

- Press and hold the power button for 3 seconds.
- Device will vibrate upon shut-down.
- Cellular LED's will begin to flash within few seconds.
- Device will attempt to connect to the GPS and cellular network and send a Power Off notice

## 1.6 Emergency (SOS) Button

In order to initiate an emergency call or SOS notification, press and hold the SOS button until you feel it vibrate. At that point the Mobile Defender will do the following:

1. Connect to the GPS network and retrieve an updated location fix (see section 1.10 for Important Information about GPS services)
2. Connect to the cellular network to send the SOS notifications & location information
3. Begin to call the SOS contact number programmed on the device



## 1.7 Answering Inbound Calls

- The device has been assigned a unique cellular phone number
- When called, the device will ring and vibrate
- To answer, simply push the SOS button and begin speaking using the high-powered speaker and microphone

*Inbound calling is restricted with the Emergency Response service option*

## 1.8 Ending Calls

The Mobile Defender allows you to end a call by simply pushing the SOS button. This will disconnect the call immediately.

## 1.9 Fall Advisory Services

The MD-S offers an advanced, auto-fall advisory service. Once a fall is suspected, the MD-S will sound a loud, audible alarm for 10 seconds to notify the end-user of the possible fall. **This gives the end-user the chance to disable the pending alarm. This is done by simply clicking the SOS button one-time. This will stop the audible alarm and suppress the sending of the notice to the Emergency Response Centre or caregiver.**

The fall advisory service can be enabled/disabled by calling Caretrak. The MD-S can be worn on a break-away lanyard around the neck or worn on the hip and the fall advisory service will work as expected. The lanyard option gives the best and most accurate results when it is worn inside the shirt/blouse/jacket to minimize the free movement of the device.

## 1.10 Important Information

As with all GPS location services, it may not always be possible to determine and provide your current location. Multi-level buildings, parking garages, obstructions and dense urban areas can make it difficult for satellites to determine your exact location

If the GPS signal is low at the time of an SOS event, the last reported location with a Good GPS signal will be provided. The Mobile Defender solution provides updated location information to its servers every 15 minutes.

**It is important to use both two-way voice communication and GPS location service to assess the situation and confirm location. Always verify location during the call**

**THIS IS NOT INTENDED TO REPLACE REGULAR CONTACT WITH CAREGIVERS OR ACCESS TO AN ALTERNATE MEANS OF PLACING A CALL**

Functioning of device and service is subject to wireless coverage and proper charging of the device at any given time. The Mobile Defender operates on a reliable national network with estimated 94% coverage across Canada

The Mobile Defender is for use with monthly services offered by Caretrak only. The device is not compatible and will not operate with any other service. Tampering or removal of the SIM card included in the device will affect operation of the device and services.

## 1.11 Product Specifications

<b>Dimensions</b>	67mm x 47mm x 18mm
<b>Weight</b>	60g
<b>Connectivity</b>	2G GSM, 3G 850/900/1800/1900 MHz
<b>Location services</b>	GPS Global Positioning System
<b>Audio</b>	Full duplex speakerphone with 100 dB with variance of +/- 10%, up to 5 feet from device



<b>Battery</b>	Rechargeable lithium-ion up to 96-hour battery life (may vary due to cellular and GPS coverage, talk time and other environmental variables)
<b>Other</b>	IPX4 highly water resistant
<b>Certifications</b>	PTCRB Certified Mobile Operator, FCC Federal Communication Commission, IC Industry Canada Model: TR300A   FCC: RID-TR300A   IC: 5442A-TR300A

Product meets applicable Industry Canada technical specifications and radio frequency guidelines

## 1.12 Limited Product Warranty

Evolution Wireless Inc. / Caretrak warrants the Device against defects in materials and workmanship for a period of ONE (1) YEAR from the customer activation date applicable to such Device. If a defect exists, Evolution Wireless may exchange the Device with a new replacement product or a product which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Device. The warranty is rendered null and void with respect to any Device that has been modified in any way, has been used in a way contrary to the instructions provided or if customer is in breach of the customer end user agreement. Within the limited warranty period, Evolution Wireless will, at its sole option, repair or replace any such returned Devices or components therein that fail in normal use. Such repairs or replacement will be made at no charge to customer for parts and/or labor.

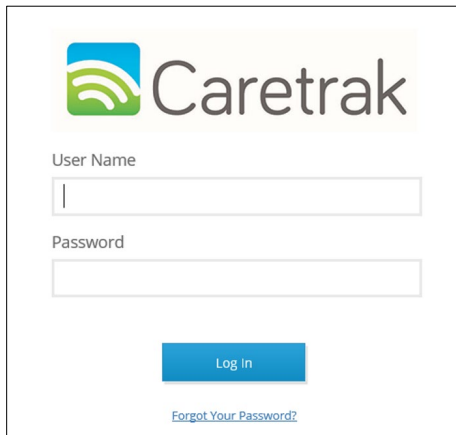
The warranty does not apply to:

- (i) cosmetic damage, arising out of ordinary use, such as scratches, nicks and dents;
- (ii) consumable parts, such as batteries, unless (a) Device damage has occurred due to a defect in materials or workmanship, or, (b) battery failure;
- (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes;
- (iv) damage caused by service performed by anyone who is not authorized by Evolution Wireless, Inc.; or
- (v) damage to a product that has been modified or altered in any way. Evolution Wireless, Inc., reserves the right to refuse warranty claims against its Devices that are obtained and/or used in contravention of the laws of any country

## 1.13 Caretrak Portal & Alerts Overview

The Caretrak Portal allows you to setup and customize text and/or email alerts to an unlimited number of contacts and keep your circle of care informed.

Alert types: SOS button push, Low Battery, Power on/off



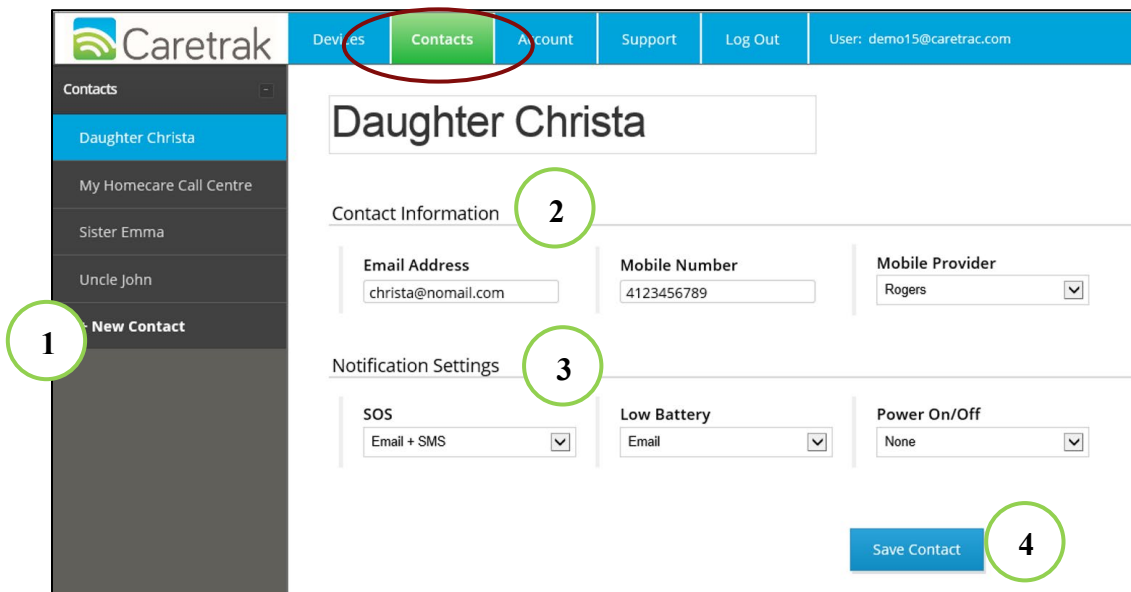
The login form features the Caretrak logo at the top. Below it are two input fields: 'User Name' and 'Password'. A blue 'Log In' button is positioned below the password field. At the bottom, there is a link that says 'Forgot Your Password?'.

**Accessing the Portal:** Go to <https://caretrak.reliatrac.com> or access from the caretrak.ca main site. Logon with the username and password sent in your Welcome email. You can access from any computer, tablet or smartphone

Username: Email address of your Caretrak account  
Temporary Password: Sent in your Welcome email. You may also select 'Forgot Password' and it will be sent to your email address.

Go to the Account tab and change your password once you've signed in

### Contact Setup:



The screenshot shows the Caretrak web interface. The top navigation bar includes 'Devices', 'Contacts' (highlighted with a red circle), 'Account', 'Support', 'Log Out', and a user profile 'User: demo15@caretrak.com'. On the left, a sidebar lists contacts: 'Daughter Christa', 'My Homecare Call Centre', 'Sister Emma', 'Uncle John', and 'New Contact' (circled with a green circle and labeled '1'). The main content area is titled 'Daughter Christa' (circled with a green circle and labeled '2'). Below the title, there are two sections: 'Contact Information' and 'Notification Settings'. The 'Contact Information' section has three fields: 'Email Address' (christa@nomail.com), 'Mobile Number' (4123456789), and 'Mobile Provider' (Rogers). The 'Notification Settings' section has three dropdown menus: 'SOS' (Email + SMS), 'Low Battery' (Email), and 'Power On/Off' (None). A blue 'Save Contact' button (circled with a green circle and labeled '4') is at the bottom right.

1

Click on “New Contact” to enter each contact (see previous image)

2

Enter Contact Information

Text messages can be sent to contacts with the following mobile service providers only. If provider is not included, your contact may choose to receive alerts by Email method only - do not enter a mobile number

Rogers, Fido, Bell, Virgin, Telus, Koodo, Cityfone (Zoomer Wireless)

3

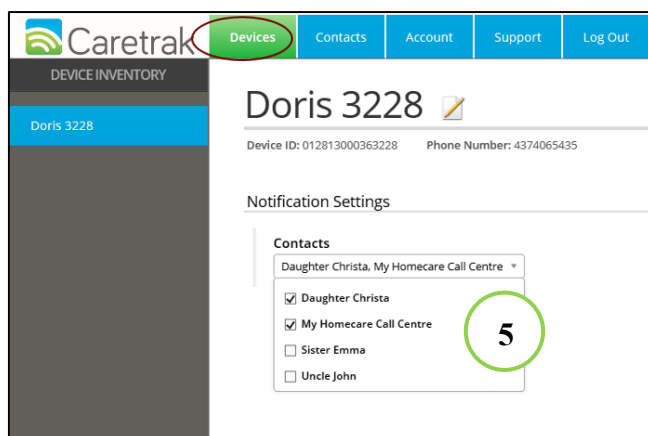
Enter Notification Settings

Contact can receive alerts by SMS or Email or both. ‘None’ may also be selected

4

Click “Save Contact”

You can also Delete a contact by selecting “Delete Contact” on this tab



5

‘Select’ Contact on Devices tab

After contacts are setup, go to the Devices tab and select/deselect contacts to receive alerts at any given time. Ensure that you ‘select’ the checkbox in order to send alerts

### Naming Your Device

You can assign a name to your device by clicking on the notepad icon. Enter your selected name and click the notepad icon again

### Device ID and Phone Number

The Device ID and phone# of your Mobile Defender are shown on the Devices tab. This is the phone number used to call the device

### Important Notes:

Ensure that the CareTrak email address is added to each contact’s approved sender list [notifications@caretrak.reliatrak.com](mailto:notifications@caretrak.reliatrak.com). It may be sent to the junk folder!

Text notifications are sent using ‘Email to Text’ feature on the mobile phone. In some cases, mobile providers may ask contacts to sign-up or you may need to call providers to turn ‘on’

**For any questions or inquiries, please call Caretrak Support at 1-855-333-3381**

## 1.14 Important Information – Emergency Response service option

### Updates to your emergency response profile (after the initial setup)

After your initial setup of your emergency response profile, please call the response centre to complete updates or changes. A confirmation email will be sent to the Caretrak account holder after the request has been made by phone

24/7 Response Centre 1-800-465-4166

### Notification to contacts on your response profile in an emergency

In an emergency and/or if information is required, emergency contact(s) listed on your emergency profile will be contacted in sequence until the first available is contacted. Contacts will not be called if the call is a false alarm

### Receipt of SOS alerts from the Caretrak Portal

If you have setup additional alerts to be sent to your care contacts from the Caretrak Portal, they will receive notice that the SOS button has been pushed. **This is for informational purposes only.** The emergency response centre will be handling the response to the SOS call and notifying your profile contacts as per above

### Complete a test call with your Caretrak unit every 2 months

At your convenience, please complete a test call to the response centre every 2 months by completing the following steps. Before completing a test call, ensure that the device is charged and powered on

#### Steps for completing a test call:

- (1) Notify the response centre that you are completing a test call from your home phone line or other phone. Call the response centre at **1-800-465-4166**
- (2) Press the SOS button until it vibrates and you are connected to the response centre. Any follow-up required will be completed with the response centre

### Automatic Fall Detection

Your device may have a false alarm cancellation feature where the device will give warning through vibration and/or sound that a fall has been detected. The user can stop the call and initiation of response events by pushing the SOS button once

## 1.15 Evolution Wireless Inc., Terms and Conditions

Evolution Wireless Inc. ("**Evolution Wireless**") is a distributor of third party devices and services (collectively, the "**Products**") including mobile personal response solutions promoted through its brand, Caretrak. Before using any products or services, please read these Terms and Conditions carefully.

**By using or activating a Product, you acknowledge your acceptance and agree to be bound by these Terms and Conditions. Please do not use or activate the Product if you do not agree with the following Terms and Conditions.**

Products include Devices and Services. "**Devices**" refers to all equipment you buy, rent, lease, etc. from us to access and use the Services, and "**Device**" refers to any single one of these Devices. "**Services**" refers to all service offers, features, applications, information on services that we have communicated to you, and terms in the service plans describing your plans and services, and "**Service**" refers to any single one of these Services.

Throughout these Terms and Conditions, "**you**" or "**your**" refer to the person buying and/or using a Device or Service, as well as any third party end user for whom a person buys and/or activates the Products for; and "**we**", "**our**", or "**us**" refers to Evolution Wireless.

These Terms and Conditions together with any current service plan, features brochures, or other materials incorporated by reference including information on caretrak.ca ("our website") and applicable to the Products (collectively, the "**Materials**") constitute the complete terms (the "**Terms**") that apply to your use of the Products. If there is any inconsistency between the Materials and these Terms, these Terms will prevail. If you do not agree with these Terms, please refrain from using the Products. These Terms are subject to Evolution Wireless business policies and procedures ("**Policies**") including but not limited to Evolution Wireless Privacy Policy available on our website. You agree to all of our policies when you use the Products. These Terms are subject to change. Any changes will be immediately reflected on our website. We recommend that you check our website regularly for any changes.

These Terms apply to the sale and use of the Products across Canada.

### Who are the Parties to these Terms?:

These Terms represent a legal agreement between Evolution Wireless and you. You must be at least 18 years old and have authority to consent to this Agreement, and consenting to this Agreement will not violate any other agreement. You must be a resident of Canada.

If you have purchased, opened and/or activated the Products for use by a third-party end user, you acknowledge having accepted this Agreement on that person's behalf.

If you are an agent or employee of an entity purchasing the Products (a "**Commercial Client**"), you represent and warrant being duly authorized to accept this agreement on such entity's behalf and to bind such entity; and such entity has full power, corporate or otherwise, to enter into this agreement and perform its obligations hereunder.

### Important Notes About Using the Products:

- The Devices are not medical devices, and the Products are not meant to be a substitute for medical care and attention.
- It is your responsibility to assess whether the Products are appropriate based on your medical condition, use with other devices including pacemakers, general health and lifestyle. It is also your responsibility to assess whether the Products are appropriate given the network coverage, GPS limitations in particular areas, and battery life.
- If applicable, it is your responsibility to ensure that the Device is worn properly, that you monitor the battery life, the connectivity, and the overall ability of the Device to function.

- If using the Caretrak Mobile Defender, ensure that the SOS Call Button on the Device is pressed manually until it vibrates in order to initiate the applicable call and events for response
- Functioning of the Products is subject to wireless and GPS network and services. Connection of calls and/or sending of information that use these networks may fail or not be accurate at times.
- If using a Product with fall detection service, automatic detection of a fall is not guaranteed and not 100% reliable. The Product may have a feature that gives warning through vibration and/or sound that a fall was detected and allows you to cancel the applicable call and events for response by pushing the SOS Call Button. This is intended to prevent false alarms and initiation of events for response. **Please note that pushing the SOS Call Button once a fall has been detected will stop initiation of events for response**
- If activating and using services in the United States of America, Device will be roaming and wireless network service will be provided by third party US-based network service providers. The wireless network service may be subject to possible delays and issues not in our control. Other cellular features such as call display and sending and receiving of text alerts may be limited and subject to wireless services of alert recipient devices. Emergency Response 911 services are limited to ambulance services only.

### The Products are not a Substitute for Caregiver Contact or for 911

You acknowledge and agree that the Products are not a replacement for your regular contact with your caregivers and doctors. The Products are also not a replacement for placing an emergency call using a regular landline or cell phone. Other means of communication, if available in the circumstances, should be used even in an emergency situation.

### The Device:

Where applicable, each Device is assigned a 'cellular phone number' (the "**Device Number**") in order to be able to use the Device on the wireless network. The Device Number and area code may not match the area code of your address.

Your Device Number is designed exclusively for use with Services provided by Evolution Wireless. You have no proprietary right, ownership or other rights to the Device Number assigned to you. Evolution Wireless will notify you if there is a need to change or reassign your Device Number.

Where applicable (ex. Family Response Service), the Device is programmed to call an outbound phone number that you have provided to Evolution Wireless. It is your responsibility to ensure that the phone number you have provided is accurate, able to receive calls and that the call recipient authorizes you to have calls directed to that phone number. Evolution Wireless is not responsible for the implications, response or actions generated from calls directed to this phone number. Evolution Wireless reserves the right to remove programming of any phone number at any time

Where applicable, the Device may have the functionality to receive inbound calls. Inbound calls may be restricted based on the Services you have selected (ex. Emergency Response Service). Evolution Wireless reserves the right to restrict inbound calls at any time

### The Services

Evolution Wireless works with Third Party Service Providers to provide the Products. "**Third Party Service Provider**" means any person, company, or entity who may provide any service, equipment, or facilities in connection with Evolution Wireless, including, but not limited to, wireless service providers, GPS service providers, fall detection service providers, manufacturers, suppliers, alarm monitoring centres that may access public safety answering points ("PSAPs"), and emergency responders (such as police, fire and ambulance). Since the services provided by Third Party Service Providers are not in the control of Evolution Wireless, you agree and understand that Evolution Wireless in no way guarantees the performance and delivery of services of Third Party Service providers.

### Wireless Network

Evolution Wireless does not guarantee the availability of the wireless network. The Products may be subject to certain equipment and compatibility limitations including memory, storage, network availability, coverage, accessibility and data conversion limitations. Services (including without limitation, eligibility requirements, plans, pricing, features and/or service areas) are subject to change without notice. When outside of coverage area, the functionality of the Devices and/or the Services may be limited or unavailable. As a consequence, functionality and features that require wireless network, including the ability to connect a call or send information, will depend, in part or whole, upon variables that may be beyond the control of Evolution Wireless or its Third Party Service Provider.

### Location Service

Evolution Wireless does not guarantee the availability of the GPS network. GPS technology for location services works best when there is line-of-sight visibility between the chipset contained in the Devices and the GPS satellites orbiting Earth. As such, GPS technology may not provide a location fix and/or an accurate location fix when: 1) You are indoors or in a location where terrain or building materials obstruct the GPS satellite signals; and 2) GPS satellite service is interrupted or disrupted due to equipment or network limitations, atmospheric conditions, and other causes associated with the use of satellites and satellite data. As a consequence, location-finding capabilities, including the ability to locate the Device during an emergency, will depend, in part or in whole, upon variables that may be beyond the control of Evolution Wireless or its Third Party Service Provider.

You are responsible for ensuring that the Device is properly charged and powered on as low battery may result in the inability to place a call and/or properly locate you in the event of an emergency.

Since the Products are designed to operate in a mobile environment, the ability to provide accurate location information in the absence of accurate GPS fix locations will depend upon the availability and accuracy of the user to provide information. The Device user may provide location information orally during the emergency. Evolution Wireless is NOT responsible for inaccurate location information, whether provided by the Device user and/or calculated based on the GPS chipset in the Device.

You understand and agree that Evolution Wireless does not guarantee the wireless network, the GPS network location services and fall detection services used with the Products, and is not responsible for the sending and receiving and/or responding to events (ie. calls, alerts) generated by the Products and you understand and agree that there are technical and service limitations to wireless networks, GPS network location services, and fall detection services as well as limitations to emergency response units you expressly agree that any such limitations are not the fault of Evolution Wireless.

### Consent to Communications from Evolution Wireless:

In addition to the Privacy Policy, please understand that it is important that Evolution Wireless be able to contact you from time to time in order to provide you with a better Products experience. To assist Evolution Wireless in reaching you, you agree to give us an email address (your **"Primary Email Address"**) and you consent to receive emails at your Primary Email Address for any purpose relating to this Agreement. You also agree that we may call you at the phone numbers you supply us with, and you agree that calls may be made using any method, including automatic telephone dialing systems, an artificial or recorded voice, or via text or email messages sent to a wireless device. If your wireless provider charges you for text or email messages, you are responsible for any such charges.

You agree that when you provide us with a wireless phone number that we are authorized to send you service related text messages and service related questions about your device and service experience during the term of this Agreement.

You must notify us immediately if your Primary Email Address or phone number(s) change. You agree to regularly check your Primary Email Address for communications from us.

### Access to Account:

You expressly authorize us to act upon the direction of a person you have authorized to make changes to your account using authentication information that we determine is appropriate. Such action may include providing information about the account or making changes to your account.

### Information Tracking and Sharing:

Evolution Wireless through a Third Party Service Provider collects various information about you and your use of the Products, including but not limited to information about the approximate location of your Device in relation to the GPS. You agree that all such information may be provided to any contacts you have designated through any applications related to the Products, as applicable based on the service plan you have subscribed to, as we reasonably believe is necessary or would be helpful to them in providing you with assistance.

In addition, we use your location information, as well as other usage and performance information to provide you with the Services. It is your responsibility to notify users on your account that we may collect and use location information from the Device. Please visit [caretrak.ca/privacy](http://caretrak.ca/privacy) to review the associated Privacy Policy to learn how Evolution Wireless handles your personal information, including location information.

You understand and agree that in conjunction with the provision of services, we may monitor and/or electronically record cellular transmissions related to the Services, as well as conversations with you or others. That information and/or recordings or transcriptions of cellular transmissions or conversations may be shared with emergency responders or your emergency contacts as we reasonably believe is necessary or would be helpful to them in providing you with assistance.

You agree that Evolution Wireless is not responsible for the loss or disclosure of any sensitive information that you transmit.

### Legal Compliance:

You expressly agree that you are subject to and will comply with all applicable laws and regulations related to your use of the Products.

You acknowledge that Evolution Wireless may be required by applicable law to disclose communications and records stored by Evolution Wireless, including communications related to your use of the Products, to government agencies, law enforcement, or third parties pursuant to court orders or other legal process. You consent to such disclosure.

The Products are protected by trademark, copyright, patent and/or intellectual property laws with which you agree to comply.

### Term of Agreement:

#### Trial Period Return Policy

If you return your device within the 15 calendar days from your date of receipt of the Device (the **"Trial Return Period"**), then, subject to your compliance with the terms and conditions of this section, you will receive 100% of your original purchase price for the Device and service fees paid at the time of purchase. During the Trial Return Period, your return may be for any reason. To be eligible for a refund, you must call Customer Service to obtain an authorization number; the Device must be in substantially new condition, and the return must be post-marked (or otherwise delivered to the relevant carrier or received by us) by the 15th day after the date of your receipt of the Device. Refunds will not be issued for Devices that have been damaged or altered in any way, including by affixing adhesive or other items to the Device. For all returns, including returns within the Trial Return Period, you will be responsible for the shipping costs to our designated facility. Refunds will not be issued for activation fees, original shipping fees, or any other fees or costs whatsoever.

#### Term and Termination

Subject to any Materials received at the time of purchase, your Agreement begins when the Device is activated, and continues month-to-month or for a set period of time (ex. 6 months, 12 months), (the **"Term"**). At the end of the Term, this agreement will automatically renew until terminated by you or Evolution Wireless. In the event of termination, you will be billed until the end of the month in which you terminate your Agreement.

#### Return of device upon termination (rental)

You must call Customer Service to obtain an authorization number and the return must be post-marked (or otherwise delivered to the relevant carrier or received by us) by the 15th day after the date of your notice to terminate. The Device must be in good condition. Devices that have been damaged or altered in any way, including by affixing adhesive or other items to the Device are subject to a replacement cost of \$130 CAD. You will be responsible for the shipping costs to our designated facility. Devices not received by us are subject to a replacement cost of \$130 CAD.

#### Early Termination

If you terminate your Agreement before the end of the Term, your Services will end immediately upon termination and you will be charged an early termination fee (**the "Early Termination Fee"**) in the amount of the full Service subscribed to the end of the Term and all applicable taxes and governmental fees and surcharges, as well as all other charges and fees imposed by Evolution Wireless that are incurred and owed pursuant to your Agreement with Evolution Wireless.

Evolution Wireless may terminate this Agreement at any time without advance notice if Evolution Wireless ceases to provide Services in your area or if there are technical/network/service issues inhibiting the performance of the Products in your area for whatever reason. In such an event, you will not be responsible for making further payments.

#### Termination for Cause

We may suspend or terminate your Agreement without advance notice and charge you the **Early Termination Fee**:

- for any conduct that Evolution Wireless reasonably believes violates this Agreement;
- if you behave in an abusive, derogatory, or similarly unreasonable manner with any of our representatives;
- if Evolution Wireless discover that you are underage or have misrepresented yourself in any way;
- if you fail to make all required payments when due;
- if Evolution Wireless has reasonable cause to believe that your Device is being used for an unlawful purpose; in addition, we reserve the right to contact law enforcement or, in our sole discretion and without advance notice, to immediately disable the Services;
- if your use of the Device or the Services: (i) is harmful to, interferes with, or may adversely affect our Services or the network of any other provider; (ii) interferes with the use or enjoyment of Services received by others, (iii) infringes intellectual property rights, (iv) results in the publication of threatening or offensive material, or (v) constitutes spam or other abusive messaging or calling, a security risk, or a violation of privacy;
- if Evolution Wireless discovers your credit card or other pre-authorized payment method or any payment method is no longer valid and you can no longer be reached to provide updated payment information; and
- any other reason Evolution Wireless reasonably deems justifiable to warrant suspension or termination.

**It is your responsibility to maintain the account in good standing and to otherwise notify the Device User(s) when the account status is or may be in jeopardy and/or the Services may be terminated or interrupted.**

#### Evolution Wireless' Right to Change the Agreement and your Associated Rights

We may change any terms, conditions, rates, fees, expenses, charges or method of calculating charges regarding a Service at any time. We will provide you with

notice of material changes either in your monthly bill or separately. If we increase the price of any of the Services to which you subscribe, beyond the limits set forth in your Agreement, we will disclose the change at least one billing cycle in advance (either through a notice with your bill, through an e-mail to the e-mail address that you have identified to us at the time of purchase, as amended by you from time to time, or otherwise).

In response to our changes to the Agreement as described above, you may terminate this Agreement as it applies to a Service without paying an Early Termination Fee only if you: (a) call us within 14 days after the date you are notified of the change; and (b) specifically advise us that you wish to cancel a Service because of a material change to the Agreement. If you do not cancel Service within the 14-day period, an Early Termination Fee will apply if you later terminate such Service before the end of any applicable Term commitment.

#### Charges and Billing:

You are responsible for paying all charges for, or resulting from, the Services provided under this Agreement, including any upfront or activation fees that may apply. You will receive monthly bills that are due in full.

Charges may include, without limitation, monthly service charges; overage, long distance, roaming charges associated with wireless service; activation, equipment, and late payment charges; surcharges; optional feature charges; reconnection and reactivation charges; applicable federal, provincial, and municipal taxes (however designated), permitting and regulatory fees, and any other fees and or surcharges or assessments of any municipal, local, provincial, and federal government.

If you have selected a plan with an allotted number of voice calling minutes of usage per month, you are subject to additional charges for minutes used above the allotment of minutes. You will be charged \$0.40/minute (rounded up to minute) for outbound and inbound calls within Canada. Charges will be applied to your bill and will appear in the billing cycle up to 3 months from usage.

We will use your billing address to determine which jurisdiction's taxes and assessments to collect. Prices may vary by market. You will be responsible for paying any government imposed fees and taxes that become due retroactively.

Where applicable, persons completing inbound calls to the Device's number are subject to charges from their service provider and long distance charges may apply based on area code boundaries. Evolution Wireless is not responsible for these charges.

#### Pre-authorized Payment

Evolution Wireless is hereby authorized to automatically charge the credit card account provided by you each month for all charges herein outlined. You agree to notify Evolution Wireless of any change in credit card information and/or expiry date.

#### Your Monthly or Annual Bill

We will provide you with a monthly or annual bill via email, which will provide you notice of any usage and transaction specific charges. This bill may also include other important notices such as changes to this Agreement, to your Service, legal notices, etc.. You are responsible for providing a valid email address for communication. You agree to assume all responsibility for payment and accept the monthly bill as a method for notifying you of important notices.

Upon your request, we will send a paper bill to the billing address that you have provided to Evolution Wireless

#### Payment: Late Payment Fee

You agree that for if you do not remit payment on time or if you pay less than the full amount due, Evolution Wireless reserves the right to charge a late fee of \$5.00 for each month that payment is not received or interest on the unpaid amount of 2 % per month. Evolution Wireless also reserve the right to refer your account(s) to another party for collection, and to impose the maximum

amount permitted by applicable law.

You agree that Evolution Wireless may contact you to collect unpaid past due charges using any mailing address, telephone number, wireless number, or any e-mail address, that you have provided, or may in the future provide, to Evolution Wireless. You agree that in addition to individual persons attempting to communicate directly with you, any type of contact described above may be made using pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system.

We do not waive our rights to collect the full balance owed to us by accepting partial payment. We will apply the partial payment to the outstanding charges in the amounts that we deem appropriate.

#### Billing Disputes

If you have any charges to dispute, you must call customer service within 60 days of the date of the bill or you'll have waived your right to dispute the bill and to participate in any legal action raising such dispute.

#### Limited Liability:

IT WILL BE EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT MAY RESULT FROM OUR FAILURE TO PERFORM OUR DUTIES UNDER THIS AGREEMENT. IF YOU INCUR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE ARISING DIRECTLY OR INDIRECTLY FROM ANY OF THE SERVICES OR FROM THE DEVICE PROVIDED YOU UNDER THIS AGREEMENT, OR IF IT IS DETERMINED THAT WE OR ANY OF OUR AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES ARE DIRECTLY OR INDIRECTLY RESPONSIBLE FOR ANY SUCH LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, YOU AGREE THAT DAMAGES SHALL BE LIMITED TO THE TOTAL MONTHLY SERVICE CHARGES THAT YOU HAVE PAID TO US UNDER THIS AGREEMENT. THESE AGREED UPON DAMAGES ARE NOT A PENALTY; RATHER, THEY ARE YOUR SOLE REMEDY FOR ANY LOSS, DAMAGE, INJURY OR OTHER CONSEQUENCE, EVEN IF CAUSED BY OUR NEGLIGENCE, FAILURE TO PERFORM DUTIES UNDER THIS CONTRACT, STRICT LIABILITY, FAILURE TO COMPLY WITH ANY APPLICABLE LAW, OR OTHER FAULT.

WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT, IF A CALL IS PLACED, THAT RESPONDERS WILL BE SUMMONED OR THAT YOU WILL BE FOUND. EVOLUTION WIRELESS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ACCURACY, SECURITY, OR PERFORMANCE REGARDING ANY PRODUCTS, AND IN NO EVENT SHALL EVOLUTION WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any:

- (a) act or omission of a third party, whether a Third Party Service Provider or other third party;
- (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the Services provided by or through us;
- (c) damage or injury caused by the use of the Products;
- (d) claims against you by third parties, whether a Third Party Service Provider or other third party;
- (e) damage or injury caused by a suspension or termination of the Products by Evolution Wireless; or
- (f) damage or injury caused by failure or delay in contacting any emergency service or Caregiver and/or Contacts or sending text or email notifications to same.

Unless prohibited by law, Evolution Wireless is not liable for any indirect, special, punitive, incidental or consequential losses or damages that you or any third party may suffer by use of, or inability to use the Products provided by or through Evolution Wireless, including loss of business or goodwill, revenue or profits, or claims of personal injuries or death. **For added clarity, Evolution**

**Wireless is not responsible for any losses, financial or otherwise, of any Commercial Clients using the Products for their own business and customer needs.**

To the full extent allowed by law, you hereby release, indemnify, and hold Evolution Wireless and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by Evolution Wireless or any person's use thereof (including, but not limited to, personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF Evolution Wireless, or any violation by you of this Agreement. This obligation shall survive termination of your use of the Products with Evolution Wireless. Evolution Wireless is not liable to you for changes in operation, equipment, or technology that cause your Products to be rendered obsolete or require modification.

Evolution Wireless is not responsible for damages, and disclaims any warranties, express or implied, including but not limited to claims relating to GPS, water resistance, battery, coverage of wireless service, or issues related to emergency services dispatch, or any alerts sent via texts or emails to your caregiver or other contacts. In particular, Evolution Wireless does not manufacture the Device provided to you and thus provides no warranties, whether express or implied, regarding your Device.

#### Limited Product Warranty:

For the purchasers and users of Caretrak Mobile Defender, the limited product warranty is as follows:

*Evolution Wireless Inc. warrants the Device against defects in materials and workmanship for a period of ONE (1) YEAR from the customer activation date applicable to such Device. If a defect exists, Evolution Wireless may exchange the Device with a new replacement product or a product which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Device. The warranty is rendered null and void with respect to any Device that has been modified in any way, has been used in a way contrary to the instructions provided or if customer is in breach of the customer end user agreement. Within the limited warranty period, Evolution Wireless will, at its sole option, repair or replace any such returned Devices or components therein that fail in normal use. Such repairs or replacement will be made at no charge to customer for parts and/or labor. The warranty does not apply to, (i) cosmetic damage, arising out of ordinary use, such as scratches, nicks and dents; (ii) consumable parts, such as batteries, unless (a) Device damage has occurred due to a defect in materials or workmanship, or; (b) battery failure; (iii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iv) damage caused by service performed by anyone who is not authorized by Evolution Wireless, Inc.; or (v) damage to a product that has been modified or altered in any way. Evolution Wireless, Inc., reserves the right to refuse warranty claims against its Devices that are obtained and/or used in contravention of the laws of any country.*

#### Indemnification:

IF ANYONE OTHER THAN YOU (INCLUDING ANYONE WHO MAY USE THE PRODUCTS), ASKS EVOLUTION WIRELESS OUR EVOLUTION WIRELESS' AGENTS, EMPLOYEES, SUBSIDIARIES, OR AFFILIATES TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, OR INVASION OF PRIVACY OR ANY SIMILAR TORT) CONNECTED WITH OR RESULTING FROM (i) A BREACH OF THIS AGREEMENT OR A FAILURE OF THE PRODUCTS, (ii) EVOLUTION WIRELESS' NEGLIGENCE, (iii) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF EVOLUTION WIRELESS IN PROVIDING THE PRODUCTS, 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 LEGAL FEES AND ANY OTHER LOSSES OR COSTS THAT WE MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES EVEN AFTER THE TERMINATION OF THIS AGREEMENT.

AS NOTED ABOVE, YOU ALSO AGREE TO INDEMNIFY EVOLUTION WIRELESS



FOR ANY FEES OR FINES IMPOSED UPON EVOLUTION WIRELESS IN CONNECTION WITH ANY FALSE ALARMS RESULTING FROM THE PRODUCTS YOU ARE USING OR USED.

**No Other Warranties**

EVOLUTION WIRELESS MAKES NO GUARANTEE OR FURTHER WARRANTY OF ANY KIND WITH RESPECT TO THE PRODUCTS UNDER THIS AGREEMENT.

**Governing Law:**

The Terms shall be construed, interpreted and enforced in accordance with, and governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**Arbitration:**

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting Evolution Wireless' confidential information or intellectual property rights, in the event that any dispute shall occur or any question shall arise between you and Evolution Wireless regarding the interpretation of any of the provisions of these Terms, or any dispute resulting from the Products, shall be resolved by arbitration pursuant to the *Arbitrations Act, 1991* (Ontario) and the decision shall be final and binding. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein. Each party shall bear the burden of its own legal fees incurred in connection with any arbitration proceedings.

**Contact Information:**

If you have any questions or concerns regarding these Terms please contact:

Customer support: 1-855-333-3381

Email: [info@caretrak.ca](mailto:info@caretrak.ca)

Evolution Wireless may transfer or assign this Agreement to any other service provider, or other entity. Upon assignment to another service provider, Evolution Wireless will be relieved of any further obligations hereunder. You may not transfer or assign this Agreement without Evolution Wireless' written consent.

**General Contract Provisions:**

These Terms constitute the entire agreement between you and Evolution Wireless with respect to the subject matter herein contemplated and cancels and supersedes any prior understanding, negotiations and discussions, written or oral. The information in this document is subject to change without notice and does not represent a commitment on the part of Evolution Wireless. No warranty or representation, either expressed or implied, is made with respect to the quality, accuracy, or fitness for any particular purpose of this document. Evolution Wireless reserves the right to make changes to the content of this document and in no event will Evolution Wireless be liable for direct, indirect, special, incidental, or consequential damages arising out of the use or inability to use this document, even if advised of the possibility of such damages. The section headings used herein are for convenience only and shall be of no legal force or effect. Any provision of the Terms which is found to be invalid or null, shall not affect the remaining provisions, which shall continue to have full effect and shall be interpreted as if such invalid or nullified clause had never been written.

Last updated: October 15, 2018

These Terms are subject to change. Any changes will be immediately reflected on our website

**Thank you for choosing Caretrak**



**Caretrak Customer Support  
1-855-333-3381**