



## **Caretrak On-the-Go Lite**

### **User Guide**

### **Terms and Conditions**



Version 1.0

# Table of Contents

<b>1.0 Getting Started</b> .....	<b>3</b>
<b>2.0 The Device</b> .....	<b>4</b>
2.1 LED Light Indicators .....	4
2.2 Charging the Device .....	5
2.3 Placing an Emergency Call .....	5
2.4 Power On/Off.....	6
2.5 Automatic Fall Detection .....	6
2.6 Receiving Inbound Calls .....	7
2.7 Important Tips and Reminders.....	7
2.8 Emergency Response Service Information .....	8
2.9 USA Travel Service .....	8
<b>3.0 Caregiver Mobile App</b> .....	<b>9</b>
<b>4.0 Product Specifications</b> .....	<b>12</b>
<b>5.0 Limited Warranty</b> .....	<b>12</b>
<b>6.0 Terms and Conditions</b> .....	<b>13</b>

## What's included in the box

- **On-the-Go Lite device**
- **Charging Cradle**
- **AC Power Adapter**
- **Neck Lanyard**
- **Optional add-on: Waist belt-clip carrying case**

# 1.0 Getting Started

- Review your Welcome email sent from **info@caretrak.ca** which contains information for setting up your services. If you did not receive your Welcome email, please check your email Junk/Clutter folders and ensure that **info@caretrak.ca** is on your approved sender list
- If you selected the Emergency Response option, you must complete the setup of your emergency response profile with Caretrak. This is typically done at the time of ordering with Caretrak, or you may also contact Caretrak at **1-855-333-3381** to provide the required information for your emergency response profile
- Remove the device and its components from the packaging. Adjust the lanyard to your desired length before attaching to the device (the device should rest on the upper chest area). Loop the lanyard through the hole on top of the device
- Connect the AC power adapter to the charging cradle and into an electrical outlet. Before first use, place the device on the charging cradle until fully charged (Solid Green LED will appear). This may take up to 4 hours. Please note that it may take a few minutes to power on initially after being placed on the charging cradle
- Complete an initial test call by pressing and holding the HELP button for 2 seconds. You will hear an announcement *“Placing an emergency call now. To cancel the call, please press and hold the HELP button now.”* Please wait a few seconds to **allow the call to connect** (do not cancel the call)
  - **If you selected the Emergency Response option, when the call is answered, please inform the operator that you are doing a test call. Confirm your name and home address with the agent. The call will automatically disconnect when the operator ends the call**
- Care contacts can setup text/email alerts and have access to the real-time location tracking feature by downloading the caregiver app (optional). See Section 3.0 Caregiver Mobile App.

**Please review the terms and conditions included this guide and available at [caretrak.ca/terms](http://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 Customer Support at 1-855-333-3381 or email us at [info@caretrak.ca](mailto:info@caretrak.ca).**

## 2.0 The Device



### 2.1 LED Light Indicators

Off Charger		On Charger	
No Light	Has charge/in use	Blinking Green	Powering on
Solid Green	Call in progress	Solid Red	Charging
Blinking Red	Low battery (5% or less)	Solid Green	Fully charged

- **The LED does not remain illuminated when the device is off the charger and ready for use**
- The device will automatically turn on when placed in the charger. When taken off the charger, it will remain powered on with the LED turned off
- To check if the device is powered on or off, complete a quick press of the HELP button. If the device has charge and is powered on, the LED will turn Solid Green for 30 seconds

## 2.2 Charging the Device

- Connect charging cradle to AC power adapter and plug into an outlet
- Place device on the charging cradle; the LED will turn solid red, and the device will announce, *“Your device is now charging.”*
- When there is adequate battery charge to place a HELP call, it will announce, *“Your device is now ready.”* This does not mean that the battery is fully charged, simply that the device is ready to place a HELP call
- When fully charged, the LED will turn solid green. It does not need to be charged fully each time you are using the device
  
- It takes approximately 3 hours to complete a full charge (from 0%)
- It is recommended to regularly charge your device nightly or daily for approximately 2 hours
- The estimated battery life on a full charge is 48-72 hours, depending on conditions of use

### **Low Battery Warning**

- If the battery on your device goes below 5%, the LED will blink red and you will hear: *“Your device battery is low. For your protection, please place your device on the charger now.”* This will repeat 3 times in 10 minutes intervals

## 2.3 Placing an Emergency Call

- To place an emergency call, press and hold the HELP button for 2 seconds. You will hear your device BEEP and announce, *“Placing an emergency call now. To cancel the call, please press and hold the HELP button for 2 seconds now.”* Your device will proceed to place the call. Once completed, your call will end automatically
  
- If there is poor cellular coverage, the device will announce *“Call Failed.”* Push the button again to attempt another call.

### **False Alarm Cancellation feature**

- If you wish to cancel the call and/or assistance is not needed, press and hold the HELP button when the device announces to do so. Your device will then announce, *“Your call has been cancelled.”*

## 2.4 Power On/Off

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

### Power OFF

- Press and release the HELP button three consecutive times. You will hear *“Device is powering off. Please confirm by pressing and holding the HELP button now.”* You will hear *“Powering off now. Goodbye.”*

### Power ON

- Place device on the charging cradle OR press and hold the HELP button for 2 seconds

### Checking if your device is powered ON

- When taken off the charger and ready for use, no lights will appear on the device. Complete a quick press of the HELP button. If the device has charge and is powered on, the LED will turn Solid Green for 30 seconds

## 2.5 Automatic Fall Detection (if enabled)

- When a fall is detected, an emergency call will be initiated. You will hear your device BEEP and announce *“Placing an emergency call now. To cancel the call, please press and hold the HELP button now.”* Use the early cancellation feature for false alarms if help is not needed
- Your device must be worn against your body using the neck lanyard or waist clip-on carrying pouch. For the most accurate detection of falls and to minimize false alarms when using the lanyard, adjust it so the device rests on the upper chest area (preferably under clothes to reduce movement)
- The fall detection service can be enabled/disabled at anytime by calling Caretrak Support

### IMPORTANT NOTE:

**Fall detection is not 100% reliable and cannot detect all falls**

**ALWAYS PUSH THE BUTTON WHEN HELP IS NEEDED**

## 2.6 Receiving Inbound Calls

- The device has been assigned a unique cellular phone number. If you selected the Family Response plan, this number is displayed on the primary care contact mobile phone when receiving a call from the device. You can save this number to your phone
- The primary care contact can make check-in calls at anytime
- When called, the device will BEEP and auto-answer the call
- The call is ended when the caller terminates the call on their phone

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

## 2.7 Important Tips and Reminders

- As with all location services, it may not always be possible to determine and provide your current exact location. The performance and accuracy can be affected by a range of factors including but not limited to, obstructions, large structures that may block satellite signal, poor weather conditions, and other factors

**It is important to always use the combination of the voice call, location reported by the device, and user's home address to assess the situation and confirm location. Always verify location during the call**

- Functioning of the device and service is subject to wireless coverage and proper charging of the device at any given time
- The device is for use with monthly services offered by Caretrak only. The device is not compatible and will not operate with any other service provider. Tampering or removal of the SIM card included in the device will affect operation of the device and service
- Your device is water-resistant and can be worn in the shower. Do not fully submerge the device in water
- **Complete a test call with your device every 1-2 months**

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

## 2.8 Emergency Response service information

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

- After the initial setup of your emergency response profile, you may make changes to your emergency response profile at any time by contacting Caretrak Support. Please call **1-855-333-3381** or email **info@caretrak.ca** at any time. If you will be staying at a different address for a specified time or have alternate addresses (ie. vacation home), please advise Caretrak Support

### Notification to contacts on your emergency 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 one is contacted. Contacts will not be called in the event of a false alarm

### Receipt of text/email alerts by care contacts

- If you have setup additional alerts to be sent to your care contacts, they will receive notice that the HELP button has been pushed. This is for informational purposes only. The emergency response centre will be handling the response to the call and notifying your emergency profile contacts

### Complete a test call with your unit every 1-2 months

- At your convenience, please complete a test call to the emergency response centre every 1-2 months. When speaking to the operator, please inform them that you are completing a test call. Once the operator confirms that the call is successful, the call will end automatically

## 2.9 USA Travel Service - Travel Add-on is required

- (1) Call Caretrak Support at **1-855-333-3381** or email us at **info@caretrak.ca** to add U.S. roaming services to your subscription
- (2) Provide your U.S. address and emergency contacts. A separate emergency response profile will be created and activated with your U.S. information for the duration of your stay in the U.S.
- (3) When in the U.S. and before using your device, fully charge the unit and complete a test call as per steps above
- (4) Notify Caretrak when you return to Canada to remove roaming services and switch back to your Canadian emergency response profile. Roaming services are billed in monthly increments

**IMPORTANT:** This applies to U.S. travel only and not for extended use. Users must be Canadian residents



# 3.0 Caregiver Mobile App

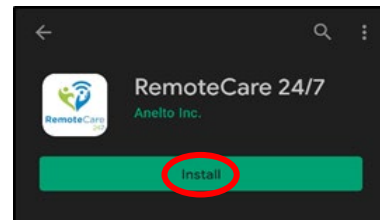
You may compliment your response service with the Remote Care 24/7 mobile app for caregivers and family members. Use of this app is fully optional. Each care contact must download the app on their mobile device to access its features

## Primary/Most Frequently Used Features

- Setup and receive text/email alerts for HELP calls and low battery
- Locate function - complete real-time location updates

## Steps to quickly setup the app and Primary features

- 1 Download the Remote Care 24/7 App**
  - Go to the Apple Store (iOS) or Google Play Store
  - Search “Remote Care 24/7” and install the app
- 2 Create your Account on the App**
  - Open the app and select “CREATE ACCOUNT”



CANCEL NEXT

First Name

---

Last Name

---

Phone #  
(cell or home # or email address on file with provider)

---

Email  
(cell or home # or email address on file with provider)

---

Password

---

Repeat Password

---

Enter the Caregiver’s information including Name, Phone , Email. Choose a password  
  
Select “NEXT”

CANCEL Read/Accept Privacy Policy I AGREE

**PRIVACY POLICY**  
EFFECTIVE DATE: May 2020  
UPDATED: May 2020

The RemoteCare 24/7 App is owned and operated by Anelto, Inc. (“Anelto”, “We”, “Us”, “Our”) and governs how we use and collect our users’ (“You” or “Your”) personal data.

We value Your privacy and are committed to keeping Your Personal Data confidential. We use Your data solely in the context of helping you track an individual’s health by offering a convenient and high quality mobile application and web site with tools that allow you to do so.

THIS PRIVACY POLICY APPLIES TO PERSONAL DATA ANELTO COLLECTS FROM USERS OF THE REMOTECARE 24/7 APP AND ANELTO’S WEBSITE (THE “APPLICATIONS”). “PERSONAL DATA” INCLUDES ANY INFORMATION THAT CAN BE USED ON ITS OWN OR IN COMBINATION WITH OTHER INFORMATION TO IDENTIFY OR CONTACT ONE OF OUR USERS.

We believe that transparency about the use of Your Personal Data is of utmost importance. In this privacy policy, We provide you detailed information about Our collection, use, maintenance, and disclosure of Your Personal Data. The policy explains what kind of information We collect, when and how We might use that information, how We protect the information, and Your rights regarding Your Personal Data.

Read and Accept the Privacy Policy  
  
Select “I AGREE”

Register Device REGISTER

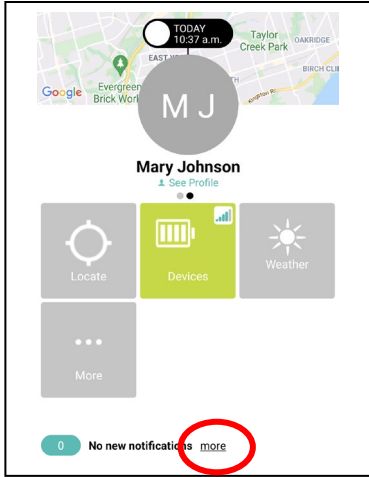
Account #  
8901\*\*\*\*\*

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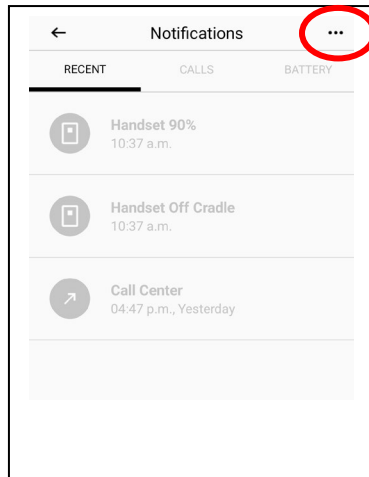
**Family Response -** Enter the last 7 digits of the device# found on the back of the device in the Account # field. This starts with ‘8901..’

**Emergency Response –** Enter 9101 plus 4-digit # unique to your setup. This is provided by Caretrak. Select “REGISTER”

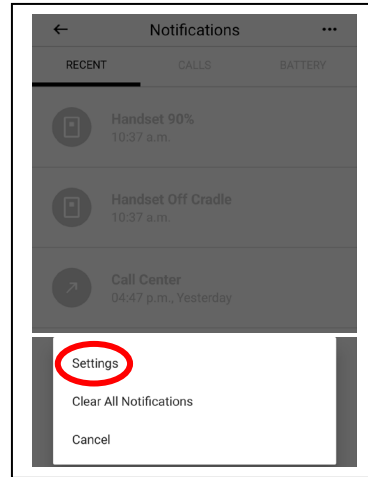
### 3 Setup Text/Email Alerts



Click on **'more'** at bottom of screen



Click on the **ellipsis '...'** in the top right corner of the Notifications menu



Select **'Settings'** to access Alert Settings

#### Select the Alerts you would like to receive

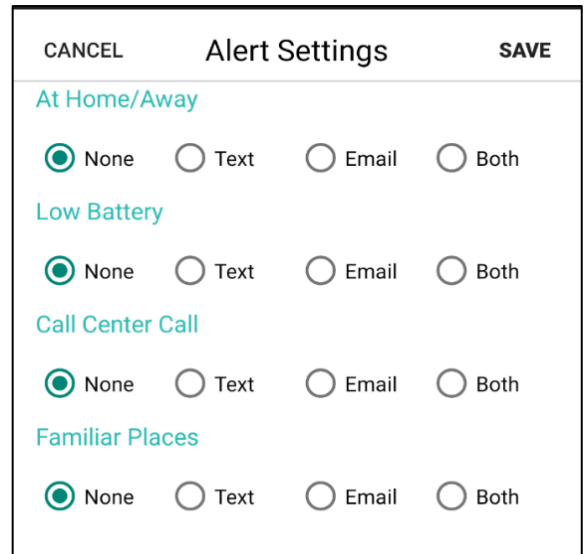
##### Most Used Alerts

**Call Centre Call:** HELP button has been pushed or fall detected. This is for a call to either to the 24/7 emergency response team OR your family care contact (Family Response Plan)

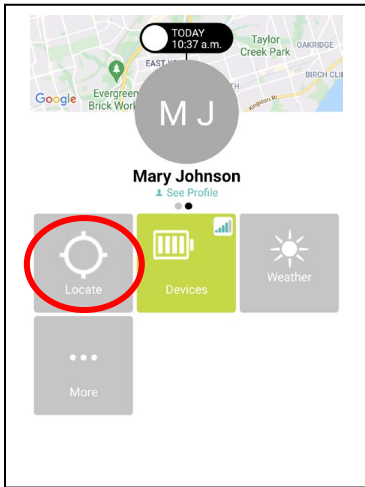
**Low Battery:** Battery level at 15%

**At Home/Away:** User has left their registered Home address (beyond approx. 400 yards). Unit will track location and continue to send an alert every 30 minutes. An alert will also be sent when user is back at Home address. Caretrak must have correct address of user on file (cannot be updated on the app). To check Home address go to Main Menu → Select "See Profile" then "Edit Profile"

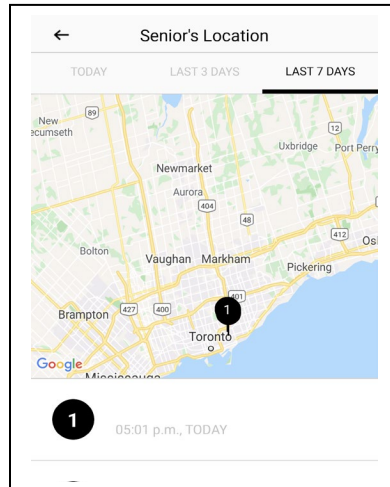
**Familiar Places:** User is at a familiar place that has been setup on the app (see step 5 **'MORE'** tile to setup Familiar Places.). The alert is only sent when the unit completes automatic 30-minute location updates, NOT at the time the user enters familiar place. **If user enters and departs Familiar Place within 30 minutes, an alert may not be sent**



## 4 Use the Locate function to get real-time location of the device at any time



From the Main Menu, click on '**LOCATE**' tile



You will be shown the current address reported on a map, as well as a history of past location updates

## 5 Your setup of the Primary features is complete! Explore other features below

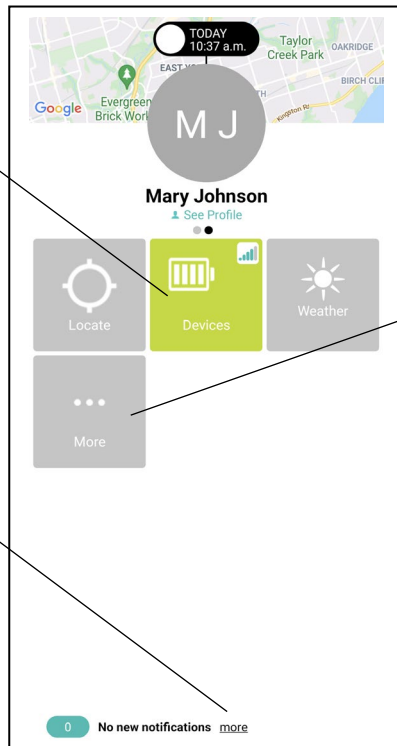
**DEVICES Tile**

Check battery level, cellular signal strength, and speaker & microphone volumes

**Notifications Log**

View history of notifications including calls, location updates, and battery level updates

Click on small '**more**'



**MORE Tile**

Log information for user such as allergies and medical conditions

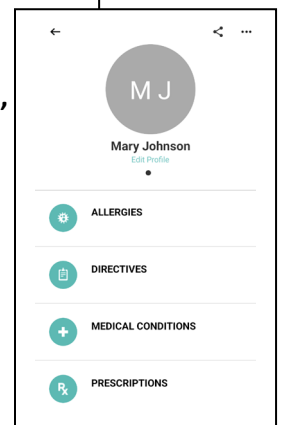
Select '**See Senior's Profile**'

**Setup Familiar Places for sending of alerts**

Select '**Familiar Places**'

Click the '+' at the top right to add locations

**This is solely for personal use and not used for emergency response purposes**



## 4.0 Product Specifications

<b>Dimensions</b>	2.87" x 1.85" x 0.73"
<b>Weight</b>	1.8 oz / 51g
<b>Connectivity</b>	4G LTE
<b>Location Services</b>	Assisted GPS, Cellular and Wi-Fi Location Services
<b>Audio</b>	Two-way speakerphone
<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>Water Resistance</b>	Water resistant. Do not fully submerge in water
<b>Other</b>	Shatter resistant: 6 feet Fall detection: 3-axis accelerometer with fall detect algorithms
<b>Certifications</b>	PTCRB Certified Mobile Operator, FCC Federal Communication Commission, IC Industry Canada Model: ANH1117 FCC: 2AGPI-EC21A IC: 20951-EC21A

## 5.0 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

# 6.0 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 \$120 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 \$120 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:

*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**