# MedEquip Alert<sup>™</sup> User Guide

Getting to Know Your MedEquip Alert<sup>TM</sup>:



- 1) Belt Clip
- 2) LED
- 3) Speaker
- 4) SOS Button (Emergency Button)
- 5) Microphone
- 6) Magnetic Charging Cable (Not Shown)
- 7) Lanyard (Not Shown)

# **Charging Your Device:**

Whenever you put the plugged-in charging cable near the charging port on the back of the device, it should latch into place and the device will automatically power on. The LED will turn solid red and the device will announce, "Your device is now charging." Note: If you have allowed the battery to completely drain, it may take a few seconds for the device to power on.

When the device has adequate battery charge and is also connected to the cellular network, it will announce, "Your device is now ready." This indicates that your device is ready to make an emergency call. However, you should leave your device on the charging cable until the LED is green, indicating that your device has completed charging.

A complete charge will take approximately 2-3 hours. When fully charged your device should work for up to three days before needing to be recharged.

LED	Announcement	What this means	What you should do
Solid Red	"Your device is now	Device is connected to the	Leave on charger until
	charging."	charger	battery is charged and the
			LED is green
Blinking Red	"Low battery. Please	Your battery is critically	Place device on charger as
	charge your device."	low	soon as possible
Blinking Green		Your device has adequate	Wait. If this continues
		charge and is looking for	move to another location
		cellular connection	with better cell coverage
Solid Green	"Your device is now	Your device is ready to	Press the SOS button if you
	ready."	make a call	wish to make a call

# Placing an Emergency Call:

SOS Button Action	Announcement	What this means	What you should do
To place a call, press and	Device will BEEP and	Device will make a call	Release the button
hold for 1 second or	announce "Placing an		
more	emergency call now. To		
	cancel the call please press		
	and hold the emergency		
	button for two seconds		
	now."		
To cancel a call, press	"Your call has been	The call has been cancelled	Release the button
and hold for 2 seconds	cancelled, thank you."		
after the "Dialing the			
emergency response			
center"			
announcement			

SOS Button Results	Announcement	What this means	What you should do
If you do not cancel a call, the call will be placed		You will hear the phone ringing; the Call Center will answer and help you	Talk to the Call Center
If the call cannot be placed due to poor cell connection or other issues	"Call failed."	You must push the SOS button again to attempt to place the call	You may need to move to an area where there is a better cellular connection

## Turning your device OFF:

Your device is designed to always be ON. The only time you should ever need to turn it OFF is if you are taking your device on an airplane. In that case please follow these instructions.

SOS Button Action	Announcement	What this means	What you should do
To turn your device off,	"Device is powering off.	Device is about to power	Either confirm or not
press and quickly release	Please confirm by pressing	off	
your button three times	and holding button now".		
To confirm, press and	"Powering off now.	Device is powering off	
release the button once	Goodbye."		
To leave device on, do		Device will remain on	
not press the button			

### Turning your device ON again:

To turn your device ON again after it has been powered OFF, either place it on the charger or press and hold the SOS button for one second.

# **Welcome Announcement:**

When you turn on your system it may announce, "Hello, it is time to test your system to make sure it is working properly. Please press and hold the emergency button for one second now." Please make this test call when requested.

# **Important Tips and Reminders:**

- Your device requires adequate battery charge and cellular signal to make an emergency call.
- Your device uses GPS technology to identify your location. In good conditions the product should provide a
  location that is accurate within 30 feet or less. However, performance of GPS can be affected by a wide range of
  factors including obstructions, metal objects in the vicinity, structures that block the signal from satellites,
  weather, and other factors.
- Your device is water resistant. It is designed to be worn in the shower or bath. It is not designed to be worn when swimming.
- Please test your system at least once a month.
- Your device uses the cellular network to communicate. The device's location, network provider service availability, and other issues may disrupt communications.

# Warnings:

- Pendant lanyards are designed to breakaway under certain conditions; however, any cord worn around the neck
  can pose a risk of strangulation, including the possibility of serious injury or death.
- The back of this device and the charging cable both contain magnets. Magnets with a strong magnetic field may
  cause permanent damage to health devices susceptible to magnetic fields, credit cards, computer hard drives,
  watches, TVs, data storage media and other electronic devices. If you have a health device susceptible to
  magnetic fields, such as a pacemaker or defibrillator, please check with your physician prior to using this device.
- Our products are tested, as are other cellular and wireless communications products licensed in the United States. Individuals with pacemakers should review their pacemaker materials regarding interaction with cell phones and take the same precautions the materials recommend for this device.

Regulatory Compliance: FCC

The user's manual or instruction manual for an intentional or unintentional radiator shall caution the user that changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

This device complies with Part 15 of the United States FCC regulations. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

For a Class B digital device or peripheral, the instructions furnished the user shall include the following or similar statement, placed in a prominent location in the text of the manual:

NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

Reorient or relocate the receiving antenna.

Increase the separation between the equipment and receiver.

Connect the equipment into an outlet on a circuit different from that to which the receiver is connected. Consult the dealer or an experienced radio/TV technician for help.

This equipment has been tested and found to comply with the limits pursuant to Part 15 Subpart B, Part 22, and Part 24 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in an appropriate installation. This equipment generates, uses, and can radiate radio frequency energy and, if not used in accordance with instructions, can cause harmful radiation to radio communication. However, there is no guarantee that interference will not occur in a particular installation.

Regulatory Compliance: RF Exposure

Your device is a radio transmitter and receiver. It is designed and manufactured not to exceed the emissions limits for exposure to radio frequency (RF) energy set by the Federal Communications Commission (FCC) of the U.S. Government. These limits are part of comprehensive guidelines and establish permitted levels of RF energy for the general population. These guidelines are based on the safety standards previously set by the U.S. and international standards bodies. The standards include a substantial safety margin designed to assure the safety of all persons, regardless of age and health.

The exposure standard for wireless RF devices, such as the device, employs a unit of measurement known as the Specific Absorption Rate, or SAR. The SAR limit set by the FCC is 1.6W/kg. SAR values at or below that limit are considered safe for the general public.

Before a wireless RF device is made available for sale to the Public, it must be tested and certified to the FCC that it does not exceed the SAR limits established by the FCC. Tests for SAR are conducted using the positions and locations (e.g., at the ear or worn on the body) as required by the FCC for each device model.

The device has been tested and meets the FCC RF exposure guidelines when used against the body under normal usage conditions.

To comply with FCC RF exposure requirements, a minimum separation distance of 10mm must be maintained.

#### Terms of Use

By activating your MedEquip Alert™ System ("MedEquip Alert"), you ("User") agree to these terms of use ("Terms of Use"), which govern your use of MedEquip Alert. Please read them and the important safety information in the user guide carefully.

MedEquip Alert contains software code that is protected by U.S. and international copyright laws. The device supplier ("Supplier") retains ownership to all copyrights. Users have a limited license to use MedEquip Alert only in accordance with the Terms of Use in this user guide. Any modification, copying, reverse engineering, or other use that is not authorized by law, by this license, or by the express written consent of Supplier is strictly prohibited. Unauthorized reproduction of distribution of copyrighted materials in the U.S. is subject to civil and criminal remedies pursuant to Title 17 of the U.S. Code.

Supplier reserves the right to revise and update these Terms of Use at any time. User should review these Terms of Use periodically as your continued use of MedEquip Alert means you accept such changes and additional terms that may apply.

#### General Disclaimers

- For proper operation, MedEquip Alert requires adequate cellular coverage. Poor cellular coverage may result in the inability to place a call and automatically detect a fall.
- 2. In an emergency, User should provide the response team with as much information as possible about their location.
- 3. MedEquip Alert is not a replacement for User's regular contact with caregivers or access to an alternative means of placing an emergency call.
- 4. While the fall detection system performs well, no such system is 100% reliable. If User experiences a fall that causes actual or potential injury, do not wait for the automatic call. User should always press the call button manually if able.
- 5. MedEquip Alert requires adequate battery charge for proper operation. Low battery may result in the inability to place a call, automatically detect a fall, and/or properly locate User automatically during an emergency.
- 6. MedEquip Alert utilizes both Global Positioning System (GPS) and network Location Based Services (LBS) in order to find User's current location. By activating the MedEquip Alert product, User agrees to allow Supplier and their affiliates to use this information to provide services to them in the case of an emergency response.
- 7. MedEquip Alert provides User's location to a response center in order to respond to an event requiring assistance. By activating the MedEquip Alert product, User agrees to allow MedEquip Alert to provide the response center with User's location.
- 8. MedEquip Alert uses GPS technology to identify User's location. In good conditions the product should provide a location that is accurate within 30 feet or less. However, performance of GPS can be affected by a wide range of factors including obstructions, metal objects in the vicinity, structures that block the signal from satellites, weather, and other factors.
- 9. By activating MedEquip Alert, User consents to the use of their personally identifiable information as described in Supplier's privacy policy and notice, located at https://www.anelto.net/ at the bottom of each page.
- 10. MedEquip Alert lanyards are designed to break apart under certain conditions; however, any cord worn around the neck can pose a risk of strangulation, including the possibility of serious injury or death.
- MedEquip Alert does not provide medical advice. User should always consult his or her physician or other healthcare
  professional with any question regarding any medical or mental health condition, or for specific guidance regarding
  nutrition or physical activity.

# Disclaimer of Warranties and Limitation of Liability

MedEquip Alert and all information, content, materials, products (including software) and other services included on or otherwise made available to User through MedEquip Alert are provided by Supplier and their affiliates on an "as is" and "as available" basis, unless otherwise specified in writing. Supplier and their affiliates make no representation or warranties of any kind, express or implied, as to the operation of MedEquip Alert, or the information, content, materials, products (including software) or other services included on or otherwise made available to User through MedEquip Alert, unless otherwise specified in writing. User expressly agrees that your use of MedEquip Alert is at your sole risk to the extent permissible by applicable law. Supplier disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Supplier and their affiliates do not warrant that the MedEquip Alert information, content, materials, products (including software) or other services included on or otherwise made available to User through MedEquip Alert, or electronic communications sent from Supplier and their affiliates, are free of viruses or other harmful components. Supplier and their affiliates will not be liable for any damages of any kind arising from the use of MedEquip Alert, or from any information, content, materials, products (including software) or other services included on or otherwise made available to User through MedEquip Alert, including, but not limited to direct, indirect, incidental, punitive, and consequential damages, unless otherwise specified in writing.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitation my not apply to you, and you might have additional rights.

User understands that Supplier and their affiliates are not insurers and that (a) the amounts due under these Terms of Use are based upon the value of the services provided by Supplier, and the scope of liability as herein set forth and are unrelated to the value of the User's property, cost of medical care, loss of life or physical impairment or injuries; (b) the system utilized and relied upon by Supplier may not always operate properly for various reasons beyond Supplier's control; accordingly, Supplier and their affiliates make no guarantee or warranty, including any implied warranty of merchantability or fitness that the MedEquip Alert system supplied hereunder will avert or prevent occurrences or the consequences there from which they are designed to detect and/or respond to; (c) it is difficult if not impossible for Supplier to determine or control how quickly and adequately police, fire, paramedics, emergency personnel or others may respond to an alarm signal or dispatch. Therefore User agrees that even if Supplier and their affiliates should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, Supplier's and their affiliates' liability shall be limited to ten percent (10%) of the annual fees paid by User pursuant to the Terms of Use of \$500, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss, damage or injury irrespective of cause or

origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by these Terms of Use or from negligence, active or otherwise, of Supplier and their affiliates, agents or employees.

#### Indemnification

User agrees to indemnify and hold harmless Supplier, its officers, directors, shareholders, agents, employees, subsidiaries, parent and affiliate corporations, against any and all liability, claims, damages, suits, demands, expenses, and costs (including but not limited to court costs and reasonable attorneys' fees) of every kind arising out of or in consequence of Supplier's or their affiliates' breach of these Terms of Use and/or of the negligent errors and omissions, and/or willful misconduct of Supplier and their affiliates, agents, servants, and employees in the performance of, or conduct related to, these Terms of Use.

User acknowledges that Supplier is providing a device which depends on the cellular network which is out of the control of Supplier and may fail causing the User's response team not to receive a call for help including, but not limited to, the failure of the User to actually activate the device.

#### **MedEquip Alert Warranty**

Supplier warrants to the end user that this device and product accessories will be free from defects in workmanship and materials, under normal use and service, for 12 months from the date of purchase. This warranty applies to new MedEquip Alert devices only.

Supplier's sole obligation under this express warranty shall be, at Supplier's option and expense, to repair the defective product or part, or deliver to customer an equivalent product or part to replace the defective item. All returned products will become the property of Supplier.

The warranty does not cover:

- Defects or damage as the result of use of the device in other than its customary purpose.
- Defects or damage from misuse, accident, water or neglect.
- Device subjected to unauthorized product modifications.
- Device that has had its serial number removed or made illegible.
- Freight costs to repair center.
- Device that, due to illegal or unauthorized alteration of the software/firmware in the product, does not function in accordance with Supplier's published specifications of the FCC type acceptance labeling in effect for the device at the time the new device was initially distributed from Supplier.
- Scratches or cosmetic damage to the device surface that do not affect operation of the device.
- Normal and customary wear and tear.
- Devices that have been previously used or remanufactured.

### Warranties Exclusive

If a Supplier device does not operate as warranted above, customer's sole remedy for breach of that warranty shall be repair or replacement, at the option of Supplier. To the full extent allowed by law, the foregoing warranties and remedies are exclusive and are in lieu of all other warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement, all of which are expressly disclaimed. Neither Supplier nor their affiliates assume nor authorize any other person to assume for it any other liability in connection with the sale, installation, maintenance, or use of it products.

Supplier and their affiliates shall not be liable under this warranty if its testing and examination disclose that the alleged defect or malfunction in the device does not exist or was cause by customer's or any third person's misuse; neglect; improper installation or testing; unauthorized attempts to open, repair, or modify the device; any other cause beyond the range of the intended use; or by accident, fire, lightning, other hazards, or acts of God.

### Limitation of Liability

To the full extent allowed by law, Supplier and their affiliates also exclude for themselves, and its suppliers and resellers any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of its products, even if Supplier or its authorized reseller has been advised of the possibility of such damages, and limits its liability to repair or replace at the option of Supplier. This disclaimer of liability for damages will not be affected if any remedy provided herein shall fail of its essential purpose.

### Disclaimer

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties cannot be excluded in their entirety, they will be limited to the duration of the applicable written warranty.

This warranty gives you specific legal rights, which may vary depending on local law.

# **Governing Law**

This limited warranty shall be governed by the laws of the State of Delaware, USA, excluding its conflicts of laws and principles and excluding the United Nations Convention on Contracts for the International Sale of Good.

#### **Obtaining Warranty Service U.S.**

Call your response center within the applicable warranty period to obtain warranty service authorization.

You may need to furnish the IMEI number found on the back of the device and date of activation.

**Note:** Supplier and their affiliates shall not be responsible for any software, firmware, information, or memory data of the customer contained in, stored on, or integrated with any products returned to Supplier for repair, whether under warranty or not.

#### Wireless Service Carrier Disclosure

- 1. The end user has no contractual relationship with the underlying wireless service carrier and the end user is not a third party beneficiary of any agreement between Supplier and underlying carrier. The end user understands and agrees that the underlying carrier has no legal, equitable, or other liability of any kind to the end user. In any event, regardless of the form of the action, whether from breach of contract, warranty, negligence, strict liability in tort or otherwise, the end user's exclusive remedy for claims arising in any way in connection with this agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages in an amount not to exceed the amount paid by the end user for the services during the two-month period preceding the date the claim arose.
- 2. The end user agrees to indemnify and hold harmless the underlying wireless service carrier and its officers, employees, and agents against any and all claims, including without limitation claims for libel, slander, or any property damage, personal injury or death, arising in any way, directly or indirectly, in connection with this agreement or the use, failure to use, or inability to use MedEquip Alert except where the claims result from the underlying carrier's gross negligence or willful misconduct. This indemnity will survive the termination of the agreement.
- 3. The end user has no property right in any number assigned to the device and understands that any such number can be changed from time to time.
- 4. The end user understands that Supplier and the underlying carrier cannot guaranty the security of wireless transmission, and will not be liable for any lack of security relating to the use of the services.
- 5. The service is for the end user's use only and the end user may not resell the service to any other party.
- 6. The end user understands that the underlying carrier does not guarantee any end user uninterrupted service or coverage. The underlying carrier does not warrant that end users can or will be located using the service. The underlying carrier makes no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, or performance regarding any services or goods, and in no event shall underlying carrier be liable, whether or not due to its own negligence, for any:
  - a. Act of omission of a third party including, but not limited to, intentional or negligent acts of third parties that damage or impair the network or disrupt service;
  - b. Mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through the underlying carrier;
  - c. Damage or injury caused by suspension or termination by the underlying carrier; or
  - d. Damage or injury caused by a failure or delay in connecting a call to any entity, including 911 or any other emergency service. To the full extent allowed by law, the end user releases, indemnifies and holds the underlying carrier 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, services provided by the underlying carrier or any person's use thereof, including claims arising in whole or in part from the alleged negligence of the underlying carrier.