

## **GENERAL**

By checking the "I agree to the Terms and Conditions" box in the activation page and / or by using the LifeLine Incorporated Web Site (the "Site") and or Medical Data Corp services or Choice Learning services or other services provided by LifeLine Incorporated (the "Service" or "Services"), you agree to be bound by the LifeLine Incorporated Services Agreement Terms and Conditions (the "Agreement" or "Terms and Conditions") and the LifeLine Incorporated Privacy Policy, referred to collectively as the "Rules". Please read the Rules before activating an account with LifeLine Incorporated or using the LifeLine Incorporated Web site. If you do not agree to the Terms and Conditions and to be bound by the Rules you should discontinue your use of the LifeLine Incorporated services. Your LifeLine Incorporated account will not be activated or your Service will be terminated, as applicable. If at any time you do not agree to be bound by these Rules and the scope of the LifeLine Incorporated services you should immediately end your use of LifeLine Incorporated services. LifeLine Incorporated may change the Rules and the scope of the LifeLine Incorporated services in whole or in part, at any time without notice. Such changes will be posted on the LifeLine Incorporated site and such posting will constitute notice to you. Links to the Rules can be found on the LifeLine Incorporated home page, located at <http://www.LifeLineIncorporated.com>. Each time before using the LifeLine Incorporated services, you agree to review changes to the Rules and, if any change is not acceptable to you, you agree to terminate use of LifeLine Incorporated services. Your continued use of LifeLine Incorporated services after the posting of any such change constitutes your acceptance of all the changes. This Agreement is hereby entered into between LifeLine Incorporated and the party executing this Agreement ("Subscriber") on the following terms and conditions. Whereas LifeLine Incorporated provides Services and the subscriber wishes to use LifeLine Incorporated's Service, the parties agree as follows:

## **LIMITATION OF LIABILITY**

All Subscribers are required to abide by the Rules. By activating an account, you become a Subscriber. You then agree to indemnify and hold harmless LifeLine Incorporated for any loss, liability, and damage arising from or in connection with the contents or service of any LifeLine Incorporated Service. LifeLine Incorporated is not responsible, directly, indirectly or consequentially, for the content or the suitability of the information contained in the email alerts and reports generated by LifeLine Incorporated or in the My LifeLine Incorporated information and reports included on the LifeLine Incorporated Web site. LifeLine Incorporated has exercised reasonable care to ensure that the information in the email alerts and reports generated by LifeLine Incorporated is correct and accurate based on the input collected. LifeLine Incorporated does not accept liability for any damage direct, indirect or consequential for the use of the services or information associated with the Web sites monitored by LifeLine Incorporated nor does LifeLine Incorporated accept any responsibility and / or liability, directly, indirectly, or consequentially, for failures or omissions with regard to the alert notifications email reports. The Subscriber agrees that LifeLine Incorporated is not liable for any monetary amount with regard to the Standard (free) services. The subscriber agrees that LifeLine Incorporated is not liable for any monetary amount in excess of the fees paid to LifeLine Incorporated by Subscriber during the preceding twelve months with regard to the Fee-based (paid) services. In no event shall LifeLine Incorporated be liable, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental or consequential damages (including lost savings or profit, lost data or business interruption even if LifeLine Incorporated is notified in advance of such possibility). This

*includes damages incurred by the subscriber, the subscriber's own customers or any third party. LifeLine Incorporated disclaims all warranties, expressed or implied, including warranties of merchantability or fitness for a particular purpose in connection with this. LifeLine Incorporated currently offers a Standard Service at no cost to Subscribers as well as fee-based Services.. Although LifeLine Incorporated presently has no plans to discontinue the Standard Service or the fee-based Services or to change the price of the fee-based Services, LifeLine Incorporated does not guarantee that it will continue to offer the Standard Service at no cost or the fee-based Services at the current price to Subscribers in the future. LifeLine Incorporated reserves the right to discontinue or modify the Standard Service and to change the price of the fee-based Services without notice to the Subscriber other than by disclosure on the LifeLine Incorporated Web site.*

### **REFUNDS, CREDITS AND CANCELLATIONS**

*The Standard Service is provided at no cost to the Subscriber. The fee-based Services are based on a monthly or yearly fee. LifeLine Incorporated does not issue credits or refunds in the event of a change in services requested or cancellations. The cost to track and issue credits or refunds would be relatively high and the benefit would be relatively low considering the nominal monthly fees.*

### **FORCE MAJEURE**

*Except for Subscriber's payment obligations, neither party will be liable for any failure or delay in performing any obligation under this agreement that is due to causes beyond its reasonable control, such as natural catastrophes, government acts or omissions, laws or regulations, labor strikes, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns, or the inability to procure supplies or materials.*

### **ENTIRE AGREEMENT AND MODIFICATIONS**

*The terms of this agreement constitute the entire agreement between LifeLine Incorporated and the Subscriber regarding its subject matter and its terms supersede any prior or simultaneous agreement or terms, whether oral or written. Except as provided herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by a principle or LifeLine Incorporated.*

### **NO ASSIGNMENT**

*Subscriber may not assign, resell, or license this agreement or the Services provided hereunder, without the prior written consent of LifeLine Incorporated.*

## **Services Agreement Terms and Conditions in Legal Terms**

### **1.0 - General**

*LifeLine [Incorporated.com](http://Incorporated.com) Corp. ("LifeLine Incorporated") reserves the right to prohibit any conduct or to remove any materials or content in violation of the Rules or which LifeLine Incorporated believes in its sole discretion to be illegal or potentially harmful to others or may expose LifeLine Incorporated to harm or liability. LifeLine Incorporated may suspend or terminate your use of LifeLine Incorporated Services if it determines that you have failed to comply with any of the Rules. LifeLine Incorporated reserves the*

*right to take or terminate the use of any user name or email address at any time. This agreement will be governed by and construed in accordance with the laws of the State of Minnesota. Each party consents to the exclusive venue and jurisdiction of the appropriate courts in Minnesota for any disputes under this agreement.*

## **2.0 - LifeLine Incorporated Obligations**

*LifeLine Incorporated Services. Subject to the Rules, and such other regulations that LifeLine Incorporated may adopt from time to time, LifeLine Incorporated will provide Subscriber with Standard or Fee-based services. LifeLine Incorporated retains the right to suspend or terminate use of the LifeLine Incorporated Service at any time for any reason, without notice, and nothing herein shall be construed to limit that right. Collection and Use of Personal Information. LifeLine Incorporated will collect, store, compile and utilize information about you, your computer and your use of the LifeLine Incorporated Services in accordance with the terms of the Privacy Policy. LifeLine Incorporated does not rent or sell your Personally Identifiable Information to anyone without your express permission. LifeLine Incorporated does not collect or use any information about you except for the information that you provide or is publicly available, and this information is used solely to make the services provided more relevant to your interests. LifeLine Incorporated provides both free and fee-based services. By becoming an LifeLine Incorporated Subscriber, you agree to receive email communications including monitoring alerts, weekly reports, announcements, updates and other carefully screened special offers and promotions. This is essential to maintaining certain services free to our subscribers. Subscribers may expect to receive no more than four special offers or promotions per month. LifeLine Incorporated handles all e-mail delivery internally to assure your privacy. If you do not wish to view and receive such communications, you may cancel your account at the My LifeLine Incorporated section of our web site or by following the instructions at the end of the e-mail you receive from LifeLine Incorporated. If you do this, your account will automatically be terminated and you will receive no further service or contact from LifeLine Incorporated. However, LifeLine Incorporated will not disclose your name, address, telephone number, credit card number(s), e-mail addresses or other personal identifying information, unless you give LifeLine Incorporated consent to do so or except as may be required by law. Please refer to the Privacy Policy for the LifeLine Incorporated privacy policies and information practices.*

## **3.0 - Your Obligations**

*Completion of LifeLine Incorporated activation forms. In exchange for LifeLine Incorporated providing the LifeLine Incorporated Services whether on a charge or no-charge basis, you agree to provide LifeLine Incorporated with accurate and complete information it may request, from time to time, through questionnaires, surveys and activation forms. Minors. If you are less than 18 years old but older than 12 years old, you should obtain your parent's permission to use the LifeLine Incorporated Services. If you are less than 13 years old, you are not allowed to use the LifeLine Incorporated Service without providing LifeLine Incorporated with your parent's consent in the form required by LifeLine Incorporated. Parents may read further information and obtain the Parental Consent Form by going to our Privacy Statement section entitled "Special Notice to Parents About Children Under Age 13." If you are a parent permitting a minor to use LifeLine Incorporated Services, you agree to: Exercise supervision over the minor's use of LifeLine Incorporated Services and access to the Internet. Assume all risks associated with the minor's viewing of content received through use of LifeLine Incorporated Services and the minor's transmission of materials, content, or information to another person via the Internet. Assume any and all liabilities resulting from the*

minor's use of LifeLine Incorporated Services. Ensure to the fullest extent possible the accuracy and truthfulness of all information submitted by the minor in response to LifeLine Incorporated questionnaires, surveys and Activation Forms. LifeLine Incorporated provides information on the LifeLine Incorporated Site regarding parental control software available through various third party vendors, but you should know that such software is not completely effective in preventing minors' access to material that is unsuitable for children. LifeLine Incorporated does not endorse any of these third parties and makes no representation as to them or their software. Activation Information. You must register for LifeLine Incorporated Services using your own name. After activation, you will be allowed to provide the name or number you wish to use as your login identification. If the login identification you request is not available you will be asked to supply another login identification. LifeLine Incorporated reserves the right to verify the accuracy of the information you submit in connection with your activation for LifeLine Incorporated Services (including, without limitation, performing cross tabulations with external databases) and you hereby consent to LifeLine Incorporated's verification of such information. Other Charges. You are responsible for any and all charges related to your use of LifeLine Incorporated services, including, but not limited to, all calls you make to LifeLine Incorporated's Customer Service lines. Use of your LifeLine Incorporated Account. You are responsible for all use of your LifeLine Incorporated Services and for the security of your login identification, your password and any security lock code that you use to protect access to your data, LifeLine Incorporated personal profile, your file name(s) and files, network and user access, and any information you disseminate through use of LifeLine Incorporated Services or through other Internet services. No Resale of LifeLine Incorporated Services and LifeLine Incorporated Site. The LifeLine Incorporated Services are for use of its clients and registered Subscribers only and may not be copied, resold, leased, transferred, exchanged or bartered. You must not use this service in any way that causes an unreasonable load on the system or deviates from its intended use. You must not set up any automated programs to interact or act upon our systems without prior written consent from LifeLine Incorporated. You must not cause an unreasonable or unwanted load on any third party systems. Upon acceptance of these terms, you have a nonexclusive license to use the Service. You agree not to modify, change, disassemble, decompile or otherwise reverse engineer any software or service provided by LifeLine Incorporated. You must not cause or allow robots or other automated processes to act upon or interact with LifeLine Incorporated's Web site or systems or user interfaces without prior written consent from LifeLine Incorporated. Use of Data. Subscribers and all visitors agree that all data generated by the services are for Subscriber's internal use and reference only. If Subscribers use the LifeLine Incorporated services to monitor Web sites or devices, which Subscriber does not directly own, Subscriber agrees not to publish or otherwise disclose data acquired about such Web site or device. Duplicate Accounts. Subscribers may not create or activate duplicate accounts without prior written consent. Links to Third Party Sites. The LifeLine Incorporated Site contains links to other sites on the Internet that are owned and operated by third parties. In some instances these sites are co-branded and the third parties are entitled to use LifeLine Incorporated's name and logo on these sites. LifeLine Incorporated does not always control the information, products, or services on these third party sites. The inclusion of any link does not imply endorsement by LifeLine Incorporated of the site or any association with their operators. Because LifeLine Incorporated has no control over such sites and resources, you agree that LifeLine Incorporated is not responsible or liable for the availability or the operation of such external sites, for any material located on or available from any such sites, or for the protection of your privacy data by third parties. Any dealings with or participation in

*promotions of advertisers on our Service, including the payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. You further agree that LifeLine Incorporated shall not be responsible or liable, directly or indirectly, for any loss or damage caused by the use of or reliance on any such material available on or through any such site or any such dealings or promotions.*

#### **4.0 - Your payment obligations**

*You understand and agree that fees for services will be billed to you on a monthly or yearly basis as disclosed on the checkout page of the Site or on your initial contract with LifeLine Incorporated. If payment is not made for any reason the subscriber will be considered in default under the Agreement. If any payment due to the Company under this Agreement is not paid when due, Subscriber agrees to pay interest on the past due amount on a daily basis from the due date until the date paid at a rate equal to the lesser of 1.5% per month or the maximum rate allowed by law. Refunds, Credits and Cancellations. The Standard Service is at no cost to the Subscriber. The Fee-based Service is based on a monthly or yearly fee paid via the Subscriber's credit card. LifeLine Incorporated does not issue credits or refunds in the event of a change in services requested or cancellations. The cost to track and issue credits or refunds would be relatively high and the benefit would be relatively low considering the comparatively low monthly fees. Automatic renewal. This Agreement will automatically renew at the monthly or yearly service price unless Subscriber cancels the account on the Site or sends written notice that he or she does not want it to renew at least fifteen (15) days before the end of the services term. The Company may cancel the automatic renewal term by sending Subscriber written notice that the Company does not want the Agreement to renew, at least fifteen (15) days before the end of the month.*

#### **5.0 - INDEMNIFICATION OF LIFELINE INCORPORATED**

**YOU AGREE TO DEFEND, INDEMNIFY AND HOLD LIFELINE INCORPORATED AND ITS SPONSORS, ADVERTISERS, PARTNERS OR OTHER CO-BRANDERS AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COURT COSTS) (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO YOUR BREACH OF ANY OF THESE RULES OR USE (BY YOU OR ANY THIRD PARTY) OF LIFELINE INCORPORATED SERVICES THROUGH THE LIFELINE INCORPORATED ACCOUNT ASSIGNED TO YOU, EXCEPT TO THE EXTENT SUCH CLAIMS DIRECTLY RESULT FROM LIFELINE INCORPORATED'S OWN NEGLIGENCE. THE FOREGOING INDEMNIFICATION OBLIGATION SHALL SURVIVE ANY TERMINATION OF LIFELINE INCORPORATED SERVICES PROVIDED TO YOU.**

#### **6.0 - WARRANTY DISCLAIMERS**

**YOU ACKNOWLEDGE THAT LIFELINE INCORPORATED SERVICES ARE PROVIDED "AS IS, AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WITH RESPECT TO THE QUALITY, PERFORMANCE OR FUNCTIONALITY OF THE LIFELINE INCORPORATED SERVICES OR WITH RESPECT TO THE QUALITY OR ACCURACY OF ANY INFORMATION OBTAINED FROM OR AVAILABLE THROUGH USE OF LIFELINE INCORPORATED SERVICES OR THAT LIFELINE INCORPORATED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. LIFELINE**

INCORPORATED DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OF COMPUTER PROGRAMS AND INFORMATIONAL CONTENT, PRODUCTS OR SOFTWARE SOLD OR OTHERWISE MADE AVAILABLE ON THIS SITE. LIFELINE INCORPORATED IS PROVIDING A SERVICE REMOTELY VIA THE INTERNET AND MULTIPLE PUBLIC AND PRIVATE FACILITIES, SOME OF WHICH ARE NOT WITHIN OUR CONTROL. THE COMPANY DOES NOT GUARANTEE THE QUALITY OR CONDITION OF THE SERVICE. LIFELINE INCORPORATED DOES NOT GUARANTEE YOUR SERVICES WILL BE ACTIVE AND AVAILABLE 100% OF THE TIME AND WILL NOT BE HELD LIABLE FOR ANY LOSSES IN THE EVENT THAT THERE IS A SERVICE FAILURE.

#### **7.0 - LIMITATION OF LIFELINE INCORPORATED'S LIABILITY**

IN NO EVENT SHALL LIFELINE INCORPORATED BE LIABLE UNDER ANY SECTION OF THESE TERMS AND CONDITIONS OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS, LOSS OF DATA OR INFORMATION OF ANY KIND OR LOSS OF BUSINESS GOODWILL OR OPPORTUNITY) WHETHER OR NOT LIFELINE INCORPORATED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. LIFELINE INCORPORATED SHALL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY AND IN NO EVENT SHALL LIFELINE INCORPORATED'S LIABILITY TO YOU EXCEED ONE DOLLAR (\$1.00) OR ANY AMOUNTS ACTUALLY PAID IN CASH BY YOU TO LIFELINE INCORPORATED, WHICHEVER IS LESS. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THESE RULES OR OUT OF THE LIFELINE INCORPORATED SERVICES MAY BE BROUGHT BY YOU OR LIFELINE INCORPORATED MORE THAN ONE (1) YEAR AFTER THE EVENT, WHICH GAVE RISE TO THE CAUSE OF ACTION, HAS OCCURRED. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION ON LIABILITY FOR NEGLIGENCE THAT CAUSES DEATH OR PERSONAL INJURY AND, IN SUCH JURISDICTIONS, LIFELINE INCORPORATED'S LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

#### **8.0 - Default and Remedies**

The subscriber will be in default under this Agreement if there is any one or more of the following actions: Failure to pay any amount when due (subject to a 30-day grace period for subscribers in North America, and a 45-day grace period for subscribers outside of North America). Subscriber fails to comply with any provision of this Agreement. Any representation made by subscriber in this Agreement is or becomes untrue. If subscriber is in default in any way, the Company may immediately take any one or more of the following actions Declare all unpaid amounts due and payable. Terminate this Agreement with respect to all or any part of the Services. Take any other lawful action the Company may deem appropriate to obtain damages for subscriber's breach.

#### **9.0 - Miscellaneous**

*Liability Limitation.* LifeLine Incorporated shall not be liable for nonperformance or delay in performance caused by any reason, whether within or outside of its control. *Legal Actions.* These Rules will be governed by and construed in accordance with the laws of

*the State of Minnesota. The exclusive personal jurisdiction of and venue for all disputes arising out of these Rules shall be the state and federal courts located in the State of Minnesota, USA and you consent to such exclusive jurisdiction and waive all objections to such jurisdiction and venue. Severability. If any provision of these Rules is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to comply with applicable laws, and the remainder shall remain in full force and effect. No Waiver. Any failure of LifeLine Incorporated to enforce any provision of these Rules shall not constitute a waiver of any rights under such provision or any other provision of these Rules. Compliance with laws. Subscriber will comply with all state and federal laws, rules, regulation and tariffs regarding any specific applications and use of the Services. Sales/use Taxes. You will pay all sales or use taxes. Subscriber will also pay all other local, state or federal taxes arising out of his use of Services (excluding any income taxes), and you will provide Seller with written proof of payment upon request. If you fail to pay any taxes, charges or fees, the Company may at its option, pay the applicable taxes, charges and fees, and subscriber will reimburse the Company for those payments. Force Majeure. Except for Subscriber's payment obligations, neither party will be liable for any failure or delay in performing any obligation under this agreement that is due to causes beyond its reasonable control, such as natural catastrophes, government acts or omissions, laws or regulations, labor strikes, communications systems breakdowns, hardware or software failures, transportation stoppages or slowdowns, or the inability to procure supplies or materials. Entire Agreement and Modifications. The terms of this Agreement constitute the entire agreement between LifeLine Incorporated and the Subscriber regarding its subject matter and its terms supersede any prior or simultaneous agreement or terms, whether oral or written. Except as provided herein, any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties herein. No Assignment. Subscriber may not assign, resell, or license this agreement or the Services provided hereunder, without the prior written consent of LifeLine Incorporated. You acknowledge and agree that you have read the Rules and understand and accept their terms.*

#### **10.0 - How to Contact Us**

Specific questions about these Rules should be directed to: [support@lifelinei.com](mailto:support@lifelinei.com) A list of ways to contact LifeLine Incorporated is available at <http://www.LifeLinei.com/>.

#### **11.0 - Copyright Notice**

Except where otherwise noted, all site content is copyright ©2003-2007 LifeLine Incorporated.com, ALL RIGHTS RESERVED. For a request to reuse any content, please contact LifeLine Incorporated at [Privacy@LifeLinei.com](mailto:Privacy@LifeLinei.com) This site contains links to information maintained by other entities, including our partners, advertisers and other third parties. LifeLine Incorporated does not provide any warranty about the accuracy or source of such information. All trademarks used or referred to on this site are the property of their respective owners.