



## CERTIFICATE OF PROTECTION PLAN

The Medical Guardian Protection Plan provides fast support, complete repairs, and even gives you discounts on extra equipment! We guarantee to protect your equipment, and give you added peace of mind.

We also provide you with unlimited technical support, answers to your questions, and fast service you can trust.



President and CEO  
Authentication Signature

As long as you are enrolled in the Protection Plan, we'll replace one (1) base unit and two (2) transmitters during any twelve (12) month period for the following reasons:

Damage from normal wear and tear • Accidents, spills and dropped equipment • Damage caused by dust, heat, and humidity • Loss or theft • Power surges • Manufacturer defects

# Medical Guardian Protection Plan Terms and Conditions

## This Protection Plan is not an Insurance Contract.

Medical Guardian.com, LLC ("Medical Guardian"), 1818 Market St, Philadelphia, PA 19103 is the obligor, provider and administrator of this Protection Plan.

1. **Coverage.** The Protection Plan covers all purchased or leased Medical Guardian equipment, such as system consoles and transmitters ("Covered Product").
2. **Eligibility.** The Protection Plan is available to all new and existing Medical Guardian customers. You represent that the Covered Product is in proper operating condition at the start of the Protection Plan's coverage and that your account with Medical Guardian is current and in good standing.
3. **What is Covered.** This Protection Plan covers replacement of your Covered Product for problems necessitated by functional part failures, lost or theft. This Protection Plan specifically covers damage to the Covered Product due to defect, malfunction, accidental damage, normal wear and tear. Medical Guardian will replace your Covered Product with a new, used or refurbished one of like kind and quality; like kind and quality is determined by Medical Guardian.
4. **Exclusions from Coverage.** This Protection Plan does not cover:
  - a. Service, maintenance, repair or replacement due to any loss resulting from use other than normal use and beyond Medical Guardian's normal control such as: damage due to misuse and abuse;
  - b. Commercial use which is any use other than single-family household use;
  - c. Any component or Covered Product that has been opened, tampered with, repaired, or otherwise accessed by anyone other than an authorized representative of Medical Guardian;
  - d. Service, maintenance, repair or replacement outside of the Continental United States.
5. **Customer's Promises and Assurances.** This Protection Plan is only activated upon the full execution of the Client's Subscriber Agreement. To keep this Protection Plan in effect, you promise and assure:
  - a. Full cooperation with Medical Guardian Customer Care agents and authorized service providers during diagnosis and repair of the Covered Product;
  - b. That the Covered Product is not used for business or commercial purposes;
  - c. That you will keep your account with Medical Guardian in good standing;
  - d. To not mislead, defraud, or make any misrepresentation to Medical Guardian;
  - e. To not falsify any related documents or records;
  - f. To fully disclose all relevant information and fully cooperate with Medical Guardian regarding repair or replacement of the Covered Product; and
  - g. Protect your Covered Product from any further damage and follow the instructions in the owner's manual.
6. **Replacement.**
  - a. Covered Product Replacement. To request the replacement of your Covered Product under this Protection Plan or to request assistance, contact Medical Guardian Customer Care by telephone at 800-949-2700 or by e-mail at customerservice@medicalguardian.com. Medical Guardian will send a replacement Covered Product within 3-5 business days.
    - b. You will be required to return the defective Covered Product to the address provided to you by Medical Guardian. Shipping will be provided by Medical Guardian. You will not be charged a fee for your replacement Covered Product.
    - c. Troubleshooting. Prior to replacement of a defective Covered Product, Medical Guardian requires trouble-shooting with the Medical Guardian Customer Care Department to verify failure. If Medical Guardian determines, in its sole discretion, that the problem is not covered under this Protection Plan, no replacement will be offered.
    - d. Limitation on Replacement. Under this Protection Plan, Medical Guardian permits replacement of one (1) system console and two (2) transmitters per year. Medical Guardian reserves the right to terminate this Protection Plan if it determines in its sole discretion that you have engaged in abuse or other improper conduct.
7. **Coverage Period.** Your coverage begins upon activation of your device and when Medical Guardian receives your fully executed Subscriber Agreement, and will continue consistent with the payment terms of your current Medical Guardian Monitoring Agreement payment cycle (monthly, quarterly or annually) until canceled by you or terminated by Medical Guardian. The protections provided under this Protection Plan supersede any existing warranty.
8. **Renewal.** Medical Guardian will continue to bill you for the Protection Plan consistent with your payment cycle (monthly, quarterly or annually) at the then-current price until you notify Medical Guardian of your desire to cancel.
9. **Modification.** Terms of this Protection Plan may not be modified, except in writing by Medical Guardian.
10. **Protection Plan Limitations.**
  - a. Non-Original Equipment Manufacturer and Remanufactured Parts. Replacement units with genuine factory parts will be used whenever possible; however, the use of non-original equipment manufacturer and remanufactured parts is allowed under this Protection Plan.
  - b. Limitation of Liability. To the extent permitted by applicable law, the liability of Medical Guardian, if any, for any allegedly defective Covered Product or part shall be limited to replacement of the Covered Product or part. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY UNDER THE PROTECTION PLAN.
  - c. Damages. IN NO EVENT WILL Medical Guardian BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS PROTECTION PLAN. Nor will Medical Guardian be responsible for any damages caused by the failure of any Covered Product or other equipment or item.
11. **Warranties.** This Protection Plan is your sole express warranty with respect to the Covered Product(s), including but not limited to, implied warranties of merchantability and fitness for a particular purpose which are hereby expressly excluded.
  - a. Non-Transferrable. This Protection Plan is non-transferrable.

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