

Terms and Conditions

Effective Date: 01/01/2020

**Limited time offer. For new customers only. Must purchase subscription with a one year minimum term. Service, product, & equipment availability, fees, & pricing may vary. Standard rates apply after the promotional period expires. Offer subject to change. Other fees may apply. Other restrictions apply.*

Introduction

This Terms of Agreement ("Agreement") constitutes a legally-binding agreement between you ("user" or "you") and Glass House Integrated Technologies, Inc., d.b.a. GH Integrated and its affiliated companies (collectively, "Company" or "we" or "us" or "our" or "GHI"), concerning your access to and use of the <https://www.GHIntegrated.com/> website as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the "Website"). You accept and agree to be bound by this Agreement by continuing to use the Website.

Terms and Conditions May Change

GH Integrated reserves the right to modify and update this Agreement from time to time without giving prior notice. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement after any such modification becomes effective.

Privacy Policy

We care about the privacy of our users. Please review the GHI Privacy Policy. By using the Website, you are consenting to have your personal data transferred to and processed in the United States, and you are consenting to the terms of our Privacy Policy.

International Use

By choosing to access the Website from any location other than the United States, you accept full responsibility for compliance with all local laws that are applicable. GHI makes no representation that materials on the Website are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. You may not use, export or re-export any materials from this Website in violation of any applicable laws or regulations, including, but not limited to, any United States export laws and regulations.

Limited License and Permitted Use

You are granted a limited, nonexclusive, revocable and nontransferable license to utilize and access the Website pursuant to the requirements and restrictions of this Agreement. The content and software on this Website is the property of GHI and is protected by U.S. copyright law. You agree that you are only authorized to visit, view and to retain a copy

of pages for the Website for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the Website for any purpose other than for personal use unless otherwise specifically authorized by us to do so. This Website may not be used by you for any commercial purposes such as to conduct sales or services of any kind. GHi may change, suspend, or discontinue any aspect of the Website at any time. GHi may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Website. Except as provided in this Agreement, you shall have no right to directly or indirectly own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the Website, or any of its content in whole or in part. You shall not reverse engineer, decompile or modify the Website, in whole or in part or otherwise use the Website or the information contained therein or results derived therefrom to develop any products or services to be competitive with the Website, GH Integrated or its affiliates.

Violation of this Agreement

You understand and agree that in GHi's sole discretion, and without prior notice, GHi may terminate your access to the Website, or exercise any other remedy available and remove any unauthorized user information, if GHi believes that the information you provide has violated or is inconsistent with this Agreement, or violates the rights of GHi, or any third party, or violates the law. GHi may terminate your license to use the Website if you unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so.

GHi has the right, but not the obligation, to monitor any activity and content associated with the Website and investigate as it deems appropriate. GHi may also investigate any reported violation of its policies or complaints and take any action that it deems appropriate. GHi also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators or other third parties.

Disclaimer of Warranties

To the fullest extent permitted by law, GHi, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the Website our services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. GHi makes no warranties or representations about the accuracy or completeness of the Website's content or the content of any websites linked to this Website and assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content and materials, (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our Website, (c) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (d) any interruption or cessation of transmission to or from the Website or our services, (e) any bugs, viruses, or the like which may be transmitted to or through the Website by any third-party, and/or (f) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted,

or otherwise made available via the Website. YOU EXPRESSLY AGREE THAT ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. NEITHER MEDICAL GUARDIAN NOR ITS SUBSIDIARIES MAKE ANY WARRANTY THAT THE WEBSITE CONTENT OF THE WEBSITE IS ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE WEBSITE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS ON THE WEBSITE.

Professional Advice Disclaimer

GH Integrated provides health information for informational purposes only, which should not be construed as advice. The information provided in this Website, or through links to other third party sites, is not a substitute for obtaining proper medical other professional care or services. We are not engaged in providing professional medical advice via this Website or otherwise. You should not view the information provided on this Website as a substitute for medical advice offered by a licensed professional or otherwise, and if necessary, you should seek the advice of a licensed medical professional. You should seek independent professional advice from a person who is licensed and/or knowledgeable in the applicable area before acting upon any information contained within the Website. GHI does not warrant the accuracy, completeness or currency of the information provided on and made available through this Website. GHI does not accept any liability for any injury, loss or damage incurred by use of or reliance on the information contained within the Website.

Publication of the content appearing on this Website does not necessarily constitute an endorsement of the views expressed therein, and does not constitute a warranty or guarantee of any strategy, advice, recommendation, treatment, action, or medication. This Website should not be construed as providing specific instructions for individual patients, nor as a substitute for the diagnosis, treatment and advice of a medical or other professional. Any content contained on this Website should not be used to determine treatment for a specific medical condition. Health content does not cover all possible uses, precautions, side effects and interactions, and should not be construed as a representation or assurance that any drug or procedure is safe, appropriate or beneficial. Talk to a licensed doctor or pharmacist before using any prescription or over the counter drugs, including any herbal medicines or supplements. Only a licensed doctor or pharmacist can provide you with advice on what is safe and effective for you. You should also check the product information (including package inserts) regarding dosage, precautions, warnings, interactions, and contraindications before administering or using any device, drug, herb, vitamin, or supplement referenced or mentioned on this Website.

Registration

In order to access certain areas of the Website and use certain functions or features of the Website, such as posting comments on the GHi Blog, you may be required to register as a contributor. There is no charge to register as a contributor, but you may need to choose a unique username, email address, and password. We reserve the right to remove, reclaim or change a username you select if we determine it is inappropriate in our discretion, such as when the username is obscene or otherwise objectionable. By logging into the Website, you represent and warrant that (i) you are the customer who registered for the services, (ii) that you are using the services only for permitted purposes, (iii) you are not a competitor of GHi, (iv) you will immediately notify us of any unauthorized use of the password or account or any other breach of security, (v) you will ensure that you exit from your account at the end of each session, (vi) you will not select or utilize a username of another person with intent to impersonate that person, (vii) you will not select or utilize a username in which another person has rights, if you do not have that person's authorization to use such name. Please notify us of any potential unauthorized use of your account or breach of security.

By using our Website and services, you represent and warrant that all registration information you submit is truthful and accurate; you will maintain the accuracy of such information; you will keep your password confidential and will be responsible for all use of your password and account; you are 13 years of age or older; your Contributions will not plagiarize, violate or infringe upon the rights of any third party, including trade secret, copyright, trademark, trade dress, privacy, patent or other personal or proprietary rights; and your use of our services does not violate any applicable law or regulation.

Availability of the Website

You agree that from time to time we may remove the Website for indefinite periods of time at any time, without notice to you. While we use reasonable efforts to keep the Website accessible, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance.

Contributions and Acceptable Use

When you create or make available text, videos, comments, suggestions or personally-identifiable information or other material (collectively "Contributions") to GHi and/or to or via the Website, you thereby represent and warrant that the material will not contain any items that may be unlawful or unfit for publication, including but not limited to material that (a) infringes the proprietary rights of any third party; (b) is obscene, lewd, violent, harassing, libelous, slanderous, or otherwise objectionable as determined by GHi; (c) incites, encourages or threatens physical harm against another; (d) includes any offensive comments; (d) violates, or links to material that violates, any provision of this Agreement or any applicable law or regulation; or (e) contains any virus, worm, malware or other potentially damaging programs or data;.

You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. But by posting Contributions to any part of the Website, or making them accessible to the Website by linking your account to any of your social network accounts, you expressly grant to GHi

an unrestricted, irrevocable, non-exclusive, transferable, sub-licensable royalty-free, worldwide right and license to host, use, reproduce, disclose, publish, publicly display, reformat, transmit, and distribute such Contributions for any purpose in any media formats and channels.

GHi has the right, in our sole and absolute discretion, to (i) edit, redact or otherwise change any Contributions, (ii) re-categorize any Contributions to place them in more appropriate locations or (iii) pre-screen or delete any Contributions that are determined to be inappropriate or otherwise in violation of this Agreement. You hereby waive all claims and agree you have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content or material submitted to us.

GHi does not endorse any content provided by users or any opinion, recommendation, or advice expressed in Contributions, and GHi disclaims any and all liability in connection with content provided by users to the fullest extent permitted by applicable law.

Limitation of Liability

To the extent permitted by applicable law, under no circumstances shall GHi or its directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special or punitive damages, including lost profit, lost revenue, loss of data or other damages arising from your use of the Website or our services, your inability to use the Website, or from information provided on the Website even if GHi has been advised of the possibility of such damages. This limitation applies whether the alleged liability is based on contract, tort, negligence, strict liability or any other basis.

Third-Party Content and/or Software

The Website may contain links to other websites ("Third-Party Websites") as well as articles, graphics, applications, software and other content or items belonging to or originating from third parties (the "Third Party Content"). GHi does not endorse nor is responsible for the content on third-party websites.

If you decide to leave the Website and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and GHi takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

Copyright and Trademarks

The content on the Website ("Company Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to GHi, and are subject to copyright and other intellectual property rights under United States and foreign laws and

international conventions. Our trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of GHi.

Company Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Company Content and to download or print a copy of any portion of the Company Content to which you have properly gained access solely for your personal, non-commercial use. GHi reserves all rights not expressly granted to you in and to the Website and Company Content and Marks.

Copyright Infringement Claims

If you believe that content available on or through our Website infringes one or more of your copyrights, please immediately notify us by mail or email ("Notification") providing the information described below, which Notification is pursuant to DMCA 17 U.S.C. Sec. 512(c)(3). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification.

All Notifications should include the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of the allegedly infringed material.

Description of the copyrighted work that you allege is being infringed. If multiple copyrighted works at a single online site are discussed in a single notification, provide a representative list of such works at that website.

Description of the material that is claimed to be infringing and that is to be removed or access to which is to be disabled, along with information permitting us to locate the material.

Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or electronic mail address.

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and that the complaining party is authorized to act on behalf of the owner of the allegedly infringed material.

If you fail to comply with all of these requirements in this section, your Notification may not be valid.

Notifications should be sent to:

Nick Glass
51A Woodland St.
East Islip, NY 11730
Email: info@GHintegrated.com

If you believe your own copyrighted material has been removed from our Website and/or our service as a result of mistake or misidentification, you may submit a written counter notification ("Counter Notification") to us pursuant to DMCA 17 U.S.C. Sec. 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include the following:

Description of the material that has been removed and the location at which the material appeared before it was removed or disabled.

A statement that you consent to the jurisdiction of the Federal Court in which your address is located, or if your address is outside the United States, for any judicial district in which our Company is located.

A statement that you will accept service of process from the party that filed the Notification or the party's agent.

Your name, address and telephone number.

A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

Your physical or electronic signature.

You may submit your Counter Notification to us by mail or email as set forth above.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after ten (10) business days but no later than fourteen (14) business days from the date we receive your Counter Notification, unless we first receive notice from the party filing the original Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damage. Filing a false Counter Notification constitutes perjury.

Product Pricing

The displayed pricing on the Website may change based on whether any add-ons were also purchased along with the product. You agree to pay GH*i* all charges at the prices then in effect for the products you or other persons using your billing account purchase, and you authorize GH*i* to charge your chosen payment provider for those purchases. You agree to make payment using that selected payment method.

You consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. GHi reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by GHi. We reserve the right to change prices at any time. All payments shall be in U.S. dollars.

Fees

The renewal payment may be paid in advance for a period of up to twelve (12) months in order to insure that the renewal payment shall not increase during such time period. Otherwise, we may increase the renewal payment at any time following the initial minimum service commitment upon written notice.

Term and Renewal

Following the expiration of Subscriber's initial minimum service commitment, the term of the Medical Alert System Service Agreement (the "Agreement") is month-to-month.

Termination

You or we may terminate the Agreement at any time by providing thirty (30) days written notice. Our obligation to provide service shall terminate automatically as of thirtieth (30th) day following the date of such notice. Subject to the terms of this Agreement, Company shall refund Subscriber any amounts pre-paid for services not provided following such date. We may terminate this Agreement for good cause (including your failure to pay any amounts due hereunder) following ten (10) days written notice. Your obligations under this Agreement shall survive the cancellation or non-renewal of this Agreement by you or Company for any or no reason.

Special Offers

GHi will occasionally offer special promotions to our users. This can include a gift card with purchase, free shipping, manufacturer offers, or other promotions associated with a product purchase. These offers may be for a limited time only, and limitations may apply.

Inaccuracy Disclaimer

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. GHi reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

Indemnification

To the extent permitted by applicable law, you agree to defend, indemnify and hold GHi, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of our services, and/or arising from a breach

of this Agreement and/or any breach of your representations and warranties set forth above.

Disputes, Arbitration Agreement and Waiver of Certain Rights

If there is a dispute between users of the Website, or between users and any third-party, you understand and agree that GHI is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release GHI, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our services.

If there is a dispute, controversy or claim ("Dispute") between you and GHI regarding these Terms and Conditions or the Website, you agree that we will resolve any Disputes through final and binding arbitration instead of through court proceedings. You and GHI hereby waive any right to a jury trial of any Dispute. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes. A single arbitrator will hear and determine the arbitration, which will be kept confidential along with the proceeding any all elements of it, such as pleadings and briefs. The arbitrator's decision will be both final and binding.

You and GHI agree that any arbitration shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If any element of this Section is found to be illegal or unenforceable, it will no longer be in effect, but the rest of this Section will continue to stand. This Section of this Agreement will be kept in effect until you terminate your relationship with GHI.

Contact Us

In order to resolve a complaint or to receive further information regarding use of our services, please contact us at:

Glass House Integrated Technologies, Inc.
51A Woodland St.
East Islip, NY 11730
Email: info@GHintegrated.com