PX 3

DECLARATION OF REEVE TYNDALL
PURSUANT TO 28 U.S.C. § 1746

I, Reeve Tyndall, hereby state that I have personal knowledge of the facts set forth below and, if called to testify, I could and would testify as follows:

1. I am a United States citizen. I work as an Investigator for the Federal Trade Commission ("FTC") in the Bureau of Consumer Protection's Division of Marketing Practices. I investigate persons and entities that may be violating the FTC Act and other laws enforced by the FTC. My office address is 600 Pennsylvania Avenue, NW, CC-8528, Washington, DC 20580.

2. The FTC maintains access to a honeypot – a group of phone lines set up to receive inbound calls. FTC investigators can designate that inbound calls from a specific caller ID that are placed to honeypot phone lines be forwarded to an FTC investigator who can then interact with the call, record the call, and complete an undercover purchase of the goods or services being offered during the call. In September 2014, I requested that all inbound calls from caller IDs (516) 435-3217 and (570) 983-3796 be forwarded directly to me from the honeypot.

UNDERCOVER PURCHASE – RAPID RESPONSE ALERT

3. On September 17, 2014, I received a call forwarded from the honeypot from caller ID (516) 435-3217. I answered and recorded the call. The call began with a recorded message. The message prompted me to press one to receive a "medical alert system." I pressed one and spoke with someone who identified himself as Lee. Lee said he represented Rapid Response Alert. After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record provided me a transcript of the recording. I reviewed the transcript for errors or omissions and attached it to this declaration. A true and correct copy of this transcript is **Attachment A**.

4. On September 18, 2014, I received a call forwarded from the honeypot from caller ID (516) 435-3217. I answered and recorded the call. The call began with a recorded message. The message prompted me to press one to receive a "medical alert system." I pressed one and spoke with two individuals – Nicole and Soshina – both of whom claimed to work for Rapid Response Alert. I provided the representatives with undercover credit card information and agreed to purchase medical alert monitoring. After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record provided me a transcription of the recording. I then reviewed the transcription for errors or omissions and attached it hereto this declaration. A true and correct copy of this transcript is **Attachment B**.

5. On September 18, 2014, I received a call forwarded from the honeypot from caller ID (516) 435-3217. I answered and recorded the call. The call began with a recorded message. The message prompted me to press one to receive a "medical alert system." I pressed one and spoke with an individual who identified himself as Kevin. Kevin said he worked for Rapid Response Alert. I told Kevin that I just purchase monitoring services from Rapid Response Alert. Kevin told me he would remove me from the calling list. After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record provided me a transcription of the recording. I then reviewed the transcription for errors or omissions and attached it hereto this declaration. A true and correct copy of this transcript is **Attachment C**.

6. A few weeks after I spoke with Rapid Response Alert, I received a package from Medical Alarm Systems at 266 Merrick Road, Suite 104, Lynbrook, NY 11563. The package was delivered to an undercover address I provided Rapid Response Alert during the undercover call on September 18, 2014, with Nicole and Soshina. The package included a Lifewatch branded

alarm and a smoke detector. A true and correct copy of the documents and photographs of the equipment I received from Medical Alarm Systems is **Attachment D**.

7. The package from Medical Alarm Systems included a Monitoring Agreement form. I did not complete or sign the form. I did not attempt to activate or use the alarm system or smoke detector.

8. On September 18, 2014, LIFEWATCH USA 800-716-1433 NY charged an FTC undercover credit card $49.95. I provided the same undercover credit card to Rapid Response Alert. I received additional charges, which I summarize below. True and correct copies of my undercover credit card statements are **Attachment E**.

Date	Charge Description	Amount
11/3/2014	MEDICAL ALARMS 800-716-1433 NY	$34.95
11/3/2014	MEDICAL ALARMS 800-716-1433 NY	$14.95
12/3/2014	LIFEWATCH USA 516-4100008 NY	$34.95
12/3/2014	LIFEWATCH USA 516-4100008 NY	$14.95
1/3/2015	LIFEWATCH USA 516-4100008 NY	$34.95
1/3/2015	LIFEWATCH USA 516-4100008 NY	$14.95
2/3/2015	LIFEWATCH USA 516-4100008 NY	$34.95
2/3/2015	LIFEWATCH USA 516-4100008 NY	$14.95
3/3/2015	LIFEWATCH USA 516-4100008 NY	$34.95
3/3/2015	LIFEWATCH USA 516-4100008 NY	$14.95
4/3/2015	LIFEWATCH USA 516-4100008 NY	$34.95
4/3/2015	LIFEWATCH USA 516-4100008 NY	$14.95
5/3/2015	MED GUARD ALERT 860-262-4000 CT	$34.95
5/3/2015	MED GUARD ALERT 860-262-4000 CT	$14.95
6/3/2015	MED GUARD ALERT 860-262-4000 CT	$34.95
6/3/2015	MED GUARD ALERT 860-262-4000 CT	$14.95

UNDERCOVER PURCHASE – SENIOR LIFE SUPPORT ASSISTANCE

9. On September 17, 2014, I received a call forwarded from the honeypot from caller ID (570) 983-3796. I answered and recorded the call. The call began with a recorded message. The message prompted me to press one to receive a "medical alert system." I pressed one and spoke with someone who identified himself as Michael. After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record

provided me a transcript of the recording. I reviewed the transcript for errors or omissions and attached it to this declaration. A true and correct copy of this transcript is **Attachment F**.

10. On September 17, 2014, I received a call forwarded from the honeypot from caller ID (570) 983-3796. I answered and recorded the call. The call began with a recorded message. The message prompted me to press one to receive a "medical alert system." I pressed one and spoke with two individuals – Matthew and Kayla. Matthew said he worked for a company called Senior Life Support. I provided the representatives with undercover credit card information and agreed to purchase medical alert monitoring. At the end of the call, Kayla told me that I would receive a call from the "verification department" in half an hour. I did not receive a call back. After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record provided me a transcript of the recording. I reviewed the transcript for errors or omissions and attached it to this declaration. A true and correct copy of this transcript is **Attachment G**.

11. On September 18, 2014, I received a call forwarded from the honeypot from caller ID (570) 983-3796. I answered and recorded the call. The call began with a recorded message. The message prompted me to press one to receive a "medical alert system." I pressed one and spoke with two individuals – Marie and Michelle. I provided the representatives with undercover credit card information and agreed to purchase medical alert monitoring. Michelle said he worked for a company called Senior Life Support. At the end of the call, Michelle told me I would receive a call from the "verification department" within 10 to 15 minutes. After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record provided me a transcript of the recording. I reviewed the transcript for

errors or omissions and attached it to this declaration. A true and correct copy of this transcript is **Attachment H**.

12. On September 18, 2014, I received a call on my undercover phone line (855) 796-7524. I answered and recorded the call. I spoke to a representative who identified herself as Carolyn Sullivan. Ms. Sullivan told me she was calling me back from the verification department at Senior Life Support. I confirmed the order I had previously placed with Senior Life Support Assistance (see paragraph 11). After I completed the undercover call, I sent the recording to For the Record, Inc., a transcription service provider. For the Record provided me a transcript of the recording. I reviewed the transcript for errors or omissions and attached it to this declaration. A true and correct copy of this transcript is **Attachment I**.

13. I never received a medical alert device or any mail from Lifewatch USA related to my purchase from Senior Life Support (see paragraph 11). I did not follow up with Lifewatch USA regarding the device.

14. On September 18, 2014, LIFEWATCH USA 800-716-1433 NY charged an FTC undercover credit card $29.95. I provided the same undercover credit card to Senior Life Support Assistance. On October 23, 2014, LIFEWATCH USA 800-716-1433 NY credited the same FTC undercover credit card $29.95, effectively reversing the first charge. True and correct copies of my undercover credit card statements are **Attachment J**.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 26, 2015 in Washington, DC.

Reeve Tyndall

Attachment A

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO. [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 17, 2014
TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 29

TELEPHONE CONVERSATION WITH LEE

RAPID RESPONSE CALL NO. 1

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Lee	4

FEDERAL TRADE COMMISSION

In the Matter of:)
[redacted]) Matter No. [redacted]
)
---)

September 17, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

PROCEEDINGS

- - - - -

TELEPHONE CONVERSATION WITH LEE

RECORDING: -- your personal Medical Alert system. And by taking advantage today, you'll also receive $1,000 in grocery saving coupons, plus a 75 percent prescription discount card. Again, press one now to receive your personal Medical Alert system. Press nine to opt out.

(Pause)

LEE: My name is Lee and my agent ID number is 1819. Who do I have the pleasure of speaking with today?

MR. TYNDALL: This is L[redacted].

LEE: I'm sorry, I'm speaking with whom?

MR. TYNDALL: I[redacted].

LEE: L[redacted], my name is Lee. And for responding today to our rapid response alert assistance program, you've been selected to receive a medical alert system. This is -- you're probably familiar with the Medical Alert system, Lindsey, having seen it on TV or in newspapers or magazines.

MR. TYNDALL: I think so. What is it?

LEE: Yeah. It's the exact same system that you've seen on TV. It works really simple. If you have a medical emergency, a fire, a burglary or even something

as small as a slip and you're not able to get up, all you do is press the button around the necklace, which is lightweight and waterproof, or the wristband, and you'll be connected immediately to a life certified medical technician.

The technician is going to evaluate your situation. They will contact the help that you need, in addition to contacting your family members and 911. The Medical Alert button has a range of 1500 feet, so it can go from any room in your house. And, again, it's hands-free, so all you do is press the button.

Now, this device is designed to help give you peace of mind that you're never alone or -- and to help you feel safe while we make sure that you never feel alone again. In fact, our device is actually trusted by thousands of hospitals and 65,000 health care professionals, and we've been around for 35 years protecting the lives of our seniors.

Now, sir, L[redacted], we -- when you get your system, you're going to have in it a medical monitor and base station with a loudspeaker, a very sensitive microphone, and you'll get a choice of a wrist bracelet or a necklace. And, again, they'll both have the buttons so it's easy to reach.

You'll also get an away from home protection

card that gives a --

(Break in recording)

LEE: -- information. In addition, you have unlimited contact with our emergency medical technicians and that means, L[redacted], that you can push the button as many times as you want at no cost. If you'd like, you can push the button every day and speak with us to give yourself the peace of mind and assurance that we're always here and ready to help.

Last, but not least, L[redacted] you're going to be receiving $3,000 in grocery coupons. Now, these coupons can be used at the exact same supermarket you shop at currently and you can -- and you're able to shop purchasing the items that you purchase every week on your grocery bill. These savings will go right back into your pocket. So, all you have to do is select from the items, the products that you choose, that you purchase every week, and those savings will be directly put back into your pocket.

So, L[redacted], we've got the devices at no cost, we've got shipping that's at no cost. All you need to -- all you would do, based on our promotion today, is pay the first month of service, monitoring service, and that's only $34.95. Now, $34.95 is for the first month of service. There's no cancellation fees or restocking

fees or anything like that if you need to cancel. And if you need to cancel, you may do so at any time without any cancellation fees and you ship it back -- the equipment back to us and we'll take care of everything else for you.

Now, L[redacted] as I said before, the shipping's at no cost, the equipment is at no cost and normally that would be 34.95. What -- which card would you like for me to put that on so we can get you started today? We accept Visa, Mastercard, American Express or Discover.

MR. TYNDALL: Well, I have a Mastercard. Wait --

LEE: Okay.

MR. TYNDALL: What -- what is the $34.95 for?

LEE: It's for the first month of service. We're going to get you started today. We're going to get the system out to you. We're going to get you started. You'll get the equipment, the medical alert system, in seven to ten business days. And when you get it, it will already be activated and you'll be able to test it out and call us back.

What's your address, L[redacted]?

MR. TYNDALL: [redacted] --

LEE: [redacted]

MR. TYNDALL: [redacted] --

LEE: I'm sorry, my fingers are too fast. Give me just a second, L[redacted]. [redacted]. Can you spell that for me, please?

MR. TYNDALL: It's [redacted].

LEE: Uh-huh.

MR. TYNDALL: [redacted]

LEE: [redacted] okay.

MR. TYNDALL: And then --

LEE: And that's in what city?

MR. TYNDALL: Well, it's [redacted].

LEE: Oh, okay, [redacted].

MR. TYNDALL: In [redacted].

LEE: Oh, it's beautiful there, [redacted].

MR. TYNDALL: It is. We need some more rain, though.

LEE: Yeah.

MR. TYNDALL: Where are you calling from?

LEE: You need some rain. I'm calling from New York.

MR. TYNDALL: Oh, what part of New York? I grew up in New York.

LEE: Manhattan.

MR. TYNDALL: Oh, okay. Yeah, I -- I'm -- I grew up in Brooklyn. Where in Manhattan are you guys?

LEE: Oh, okay, so you (inaudible). Off of --

off of West 31st.

MR. TYNDALL: Oh, okay, cool.

LEE: Mm-hmm.

MR. TYNDALL: Nice area.

LEE: And that's [redacted] -- that's [redacted], right?

MR. TYNDALL: [redacted].

LEE: All right. And what is your zip code there, L[redacted]?

MR. TYNDALL: It's [redacted].

LEE: [redacted].

MR. TYNDALL: Yeah.

LEE: Now, your first name is L[redacted]. How is that spelled? Is that [redacted]?

MR. TYNDALL: No, it's [redacted]

LEE: [redacted]?

MR. TYNDALL: [redacted]

LEE: I'm sorry, I'm going to do that again, L[redacted]. I want to make sure I got it right for you. Give me just a second. I want to make sure I heard you. It's [redacted] --

MR. TYNDALL: Yes.

LEE: And what else? And what else, L[redacted]?

MR. TYNDALL: [redacted]

LEE: [redacted]

MR. TYNDALL: Yeah.

LEE: Give me just -- just a second because my fingers are fat. [redacted]

MR. TYNDALL: Yeah.

LEE: And, L[redacted], what's your last name? How do you spell your last name?

MR. TYNDALL: [redacted].

LEE: [redacted] is that right?

MR. TYNDALL: Yes.

LEE: Okay, one moment. Now, you said you had a Mastercard, L[redacted]?

MR. TYNDALL: I do.

LEE: Okay. You want to get me the card. I'll go ahead and get that information on that card so we can go ahead and get it out to you today.

MR. TYNDALL: Okay.

LEE: All right.

MR. TYNDALL: Sorry, what was the name of the company that you're calling from?

LEE: It's Rapid Respond, the Medical Alert system place.

MR. TYNDALL: Oh, okay.

LEE: Yeah.

MR. TYNDALL: And what's your -- what's your name?

LEE: My name is Lee, L-E-E.

MR. TYNDALL: Okay.

LEE: And my agent ID number is 1819.

MR. TYNDALL: Okay. And how --

LEE: And you said you're going to use -- I'm sorry.

MR. TYNDALL: How did you -- because I got a call and it was one of those messages and how did --

LEE: Yeah. Well, you probably did it when you had a prescription filled or as a pharmacist, a doctor, just from AARP, any number of different ways because you're a senior.

MR. TYNDALL: Oh, okay. So, you might have got some of my information from AARP?

LEE: That's correct. We're contacting all seniors.

MR. TYNDALL: Oh, okay.

LEE: Now, the Mastercard you have, you said it -- you said it's a Mastercard?

MR. TYNDALL: Yes.

LEE: And it begins with five. What's the other numbers on the card?

MR. TYNDALL: I'm getting a little uncomfortable.

LEE: Why, sir? What's -- why are you feeling

uncomfortable (inaudible)?

MR. TYNDALL: Well, I -- I've been -- I've been scammed on the phone before and my caretaker tells me to be wary of people that call on the phone.

LEE: Absolutely. Let me just let you know something, I[redacted]. First of all, there is something called -- and I'm going to get you the information. There's something called the -- first of all, we're in the business of protecting seniors. Our information will put you in direct contact with -- you'll be working with medical and the police. You'll be working with official personnel.

Let me show you what you (inaudible) this. There is something called a Fair Credit Billing Act and it's a law that protects you against any inaccurate billing charges or anything that is incorrect. If you pay for merchandise that you ordered but you never receive or you don't get what you like or you don't want to accept it, you are -- what you're promised, you are actually protected by the Fair -- the Credit Card Protection Act. This means that you can contact your financial institution, your bank, and they will immediately refund those funds to you. That is the law.

This particular device is -- I'm sorry, this system -- this is a law that was implemented to protect

all people and particularly by protecting senior citizens. Everything is going to be fine, I assure you. There's no -- there's no -- no funny business here. We are -- we are -- you're 100 percent protected by the Federal Consumer Credit Protection Act, and that's exactly what I just told you about. It does mean that if you don't receive what you're promised, you don't have to pay and you'll simply get -- you'll simply get -- you'll get that back.

We simply want to impress and how you don't return it and you refer us to your friends and family members. But don't worry, L[redacted], everything's going to be okay because we are in the business of protecting citizens. Let's get you registered so we can try it out. Go ahead, let me get the rest of your numbers. Then I'll connect you with my verification department who will also give you a confirmation number, a contact phone number and information. They'll let you know when your system is scheduled to arrive. And if you have any questions, they'll be able to answer them if I haven't.

MR. TYNDALL: Okay. And --

LEE: All right? I assure you, L[redacted], there's no -- there's no funny business here.

MR. TYNDALL: Okay. I -- I also -- it's -- I don't have very much -- I don't have -- I don't have very

much balance on my card. When are you going to charge my card?

LEE: It's only going to be $34.95 today.

MR. TYNDALL: Today? Okay.

LEE: And then you don't have -- yes, sir, mm-hmm. It will be $34.95. And after that, you won't receive a bill for another 30 days. And that will give you enough time to try out the system and see how it works for you and how you like it. And if you don't, you can return it back to us at no charge.

MR. TYNDALL: Okay. And will -- if I'm --

LEE: So -- go ahead.

MR. TYNDALL: If it doesn't work out for me, will you --

LEE: Uh-huh.

MR. TYNDALL: -- will you refund the $34.95 charge?

LEE: The first month of service, you won't get refunded, but you won't be billed for any other service after that, because we're going to get you your first month of service when you get the -- when you get the system. You'll get your first month of service. Then after that, you'll have 30 days to see how the system works for you. If it's not what you like, you can just return it back to us and no questions asked. You don't

have any contracts or cancellation fees or shipping charges or anything of that sort.

MR. TYNDALL: Okay. Oh, so --

LEE: Okay?

MR. TYNDALL: -- will -- will there be a return stamp for -- if I need to return it?

LEE: All of that -- yes. Yes, all of that is in the package that you get when you get your system.

MR. TYNDALL: Okay. And what is the name of the --

LEE: Okay?

MR. TYNDALL: -- security system?

LEE: It's called Rapid Response.

MR. TYNDALL: Okay.

LEE: Okay?

MR. TYNDALL: And do you have a -- do you have a phone number in case we need to contact you or anything?

LEE: As I said, what will happen is after I transfer you over to our confirmation department, they're going to give you all of that information. They're going to review everything I told you about so that you'll be able to be certain about that. And then what will happen is they will give you the phone numbers and all the particulars as to who to call and what to call and how to

set up your system.

MR. TYNDALL: Okay. Because my caregiver told me --

LEE: Okay?

MR. TYNDALL: -- to take down contact information for people that call me before I --

LEE: Well, they will --

MR. TYNDALL: -- give out my credit card.

LEE: They will -- they will do that upstairs on the confirmation call. Once they confirm all the information and make sure that everything processed, they will give you all of that information.

MR. TYNDALL: Okay.

LEE: All we're trying to do today, L[redacted], is get you to try the system so that you'll feel more comfortable and safe when you're alone in the event of an emergency.

MR. TYNDALL: Okay. Because my caregiver --

LEE: Now, you've got --

MR. TYNDALL: -- tells me only to give it out -- don't give it out to strangers.

LEE: I understand, L[redacted]. And like I told you before, you are protected by the Credit Card Protection Act, and if this is not something that's going to be beneficial or useful to you, you may return the

system to us. Your financial institution will give you your credit back and there are no cancellation fees. So, all we're asking you to do is just try it for a month to see how you like it. And once you try it and you see that we are there and we're legitimate, then you continue to get the -- you'll continue to get the service.

If not, you cancel, you send it back to us, and there's nothing else you can do. There's nothing else we do. And you still get that $3,000 in those grocery coupons. So, that will save you some money as well. You get to keep that even -- even if you decide to cancel. So, it's really a win-win situation for you.

MR. TYNDALL: Is there any way that I can -- I can have my caregiver check your company out before I pay 34.95?

LEE: Well, L[redacted], I can tell you this, this is a one-time promotion, and when we contacted you, it was just the one time that we're able to do that. It sounds like you're interested in the system. You like the way it sounds, right?

MR. TYNDALL: Yes.

LEE: And don't you think your caregiver would like the fact that there's extra protection or extra help around when they're not around? You'll be able to contact our emergency technician. These are police, fire

people, rescue people. They're able to help you. These are legitimate people that you'll be working with and speaking with. This is -- nothing fraudulent about this, I assure you.

MR. TYNDALL: Do you -- do you --

LEE: Let me go ahead and get it out to you so you can try it --

MR. TYNDALL: Do you work with --

LEE: I'm sorry.

MR. TYNDALL: Do you work with police?

LEE: I don't personally, but our system is connected to all of the public officials, and they're the ones that you'll be speaking with when you need assistance. They're the ones who will answer your call and dispatch the authorities, 911. They'll be the ones that contact your family. They'll stay on the phone with you while you get -- until, you know, the ambulance or the police arrive, and they'll comfort you just to make sure you feel good.

MR. TYNDALL: Okay.

LEE: After you get the system, Li[redacted], you'll get it for -- you'll have it, and once you get it, you can check it out and see. It's really amazing because you just press the button and you're talking to a live person from anywhere in your house or your backyard, your

front yard, anywhere in your home. And you can say, hi, this is L[redacted]. Hi, L[redacted], is everything okay? Yeah, everything's great. I just wanted to check to make sure you guys are there. And they'll -- yeah, we're here. And they're there for you.

And, again, all we're trying to do is get you to try it for 30 days. That's all we want you to do, because the idea is that you'll be able to tell your friends about it and we'll get word-of-mouth advertising. And, so, you know, you can tell your friends and then so on and so forth.

MR. TYNDALL: Okay.

LEE: Let's go ahead and get it out to you today, L[redacted]. It's only 34.95, as I said, and we'll charge you today that amount and then we'll get it out to you in seven to ten business days. You can connect and have it hooked up as soon as you get it, and you can press the button and see immediately how it works.

MR. TYNDALL: Okay. Well, I have to --

LEE: Okay. Are you --

MR. TYNDALL: -- to talk to my caregiver this afternoon. Could you give me a call back then?

LEE: I -- see, that's the thing. It's only for today. It's a one-time offer.

MR. TYNDALL: Okay.

LEE: Because if I call -- first, I can't call back out. I really know that this is something that will do you good, L[redacted], and I don't think your caregiver will have any problem with the fact that you are receiving an alert system to help you out while you're there -- while they're not there.

MR. TYNDALL: Okay.

LEE: Let's go ahead and get it out to you today, L[redacted]. It's only 34.95 and I want to make sure that you're safe in the event of an emergency. Everything that I've given you in terms of information is accurate and true and you can speak with my verification department immediately after I'm off the phone with you, and they'll be able to -- they'll be able to confirm all that information for you. So, you'll hear from my voice and then you'll hear from someone else.

MR. TYNDALL: All right. I just --

LEE: All we want to do is get it out to you.

MR. TYNDALL: My -- it's just my caregiver told me to talk to her before I give out my credit card on the phone.

LEE: And I do understand that, I do. Well, I've given you all the information I can give you about the Credit Card Protection Act, and that's one thing that's on your side. And another thing, L[redacted], is

you're going to speak with a verification agent from my office. They're going to verify everything for you and tell you exactly what I told you and then get it out to you. That's it. After that, you'll have all the phone numbers that you need to speak with someone and everything else that you need and your caregiver and you can call back after you've gotten the information out, after they've given you the information from the verification department, and they'll allow you to speak with someone from there.

Let me just give the system to you so that you can try it out and keep you safe, L[redacted].

MR. TYNDALL: Do you have a call-back number?

LEE: You're using your Mastercard you --

MR. TYNDALL: Do you have a call-back number?

LEE: No, L[redacted], I don't. I don't -- I don't have a call-back number. I'm sorry.

MR. TYNDALL: Okay.

LEE: I'm calling from -- I'm calling from our office and it's an 800 number because we only make calls out.

MR. TYNDALL: Okay.

LEE: You like the way the system sounds, L[redacted]?

MR. TYNDALL: I do, but I can't -- I have to

check with my caregiver.

LEE: So, at this point, what would happen is I would have to hang up the phone and you wouldn't be able to receive the system. Now, let me say this, I can let you know that in most instances -- and this is the truth. I spoke with someone earlier today, just before I came back from lunch. They were -- they were -- they called me back or I -- I called them again and they weren't able to get the promotional price and they ended up paying $400 for the equipment. And at this point, you're getting the equipment at no cost. If you call back, you'll have to pay $400 and the shipping charge.

You know, if you want and you get another call, you, one, won't get the grocery coupons and, two, you'll end up paying more. All I'm trying to do is get you to get the system today. Once you get it, you'll see how it works, your caregiver will see how it works. You can use it together with your caregiver, and then you'll see that it is a lifesaving device. It is legitimate and it works. There's nothing -- there's no scam or anything, you know, shady going on with that. All we need to do is get you to try it. Once you try it, you'll see how it works and you'll know this is a true, legitimate system. I just want to make sure that you're another senior that's protected.

You know, if you fall, L[redacted], and you're not able to get to your phone or your caregiver's not around, the first hour that you're there is what the medical professionals call the golden hour, and that's the hour when most trauma affects -- because if it's a head injury, if it's a hip injury, these are life-altering injuries, if not life-threatening. And if you're there by yourself for an hour, that whole time that you're there is vital time and someone needs to be able to get to you.

If you're in your bathroom or your kitchen or somewhere where you don't have a phone, if you're in your hallway or somewhere and your caretaker's not there, you need to be able to get to someone, and your caregiver will say, oh, this is a great investment, this is a good idea, I'm glad you got it, because it will give themself a reassurance as well and let them know that you're still taking a proactive part in your health and taking care of yourself.

I just want to get the system out to you. All we'll do is charge the 34.95. You'll get the system in seven to ten business days. You'll speak with someone from my confirmation department. They'll give you all of the information that I gave you and they'll give you all the contact phone numbers. I just want to get your

system out to you today, L[redacted], so that you don't miss out.

Let me go ahead and get your Mastercard number and then we'll get it out to you and I can transfer you to my confirmation department.

MR. TYNDALL: I'm sorry, I -- I can't. I just have to -- I have -- my caregiver says I have to talk to her first.

LEE: I don't know what else I can say to you, L[redacted]. I mean, I don't want you to get -- because you won't be able to take this same offer. Any other company that gives -- that calls you is going to charge you for the equipment and the shipping and, you know, our -- the whole reason that we're calling seniors is because we're saving money for them because they're not having to pay for the shipping.

MR. TYNDALL: Yeah, and --

LEE: And -- I'm just scared and --

[redacted]I understand, L[redacted]. Everything's going to be okay. Everything's going to be okay, don't worry. We are, as I said, in the business of protecting senior citizens. Let's -- let's get you the -- let's get you signed up, let's keep you safe. And we've been protecting seniors for over 35 years. So, you'll never have to feel alone, L[redacted], if there's a

medical situation -- an emergency situation. We're going to take care of you and keep you safe. All I want to do is go ahead and get you signed up so you can experience the peace of mind yourself.

MR. TYNDALL: My caregiver --

LEE: So, let me --

MR. TYNDALL: -- comes in one hour. Can you just give me a call back then?

LEE: I just am not able to do that. I'm not able to do that because I'm calling from what's called a (inaudible) line and there are no call backs outside of this. If I call back, it's going to process in the system and it will show that you've already been contacted and then you'll have to pay the $400, in addition to the 34.95. I don't want you to have to pay that.

MR. TYNDALL: I know, but --

LEE: Let's go ahead and get you signed up, L[redacted].

MR. TYNDALL: I know, but I -- my caregiver just says I can't -- I can't give it out.

LEE: Well, I don't know what else to say because I -- you know, I'm not going to let another senior citizen fall and hurt themself. I'm not going to get off the phone with you until you've given me your

card information and, you know, we can talk all day, but I am not going to get off the phone with you because I don't want another senior citizen to fall and hurt themself or to not have the contact that they need or to not have the emergency -- emergency help accessible. I just can't see that. I can't see that happening. I can't, because it's not a good situation.

If you're by yourself and you hurt yourself, there's nobody around, what are we going to do? You'll lay there by yourself. That's not what we want to happen. We want to be able to get -- we want to be able to get you help right away.

Listen, I can appreciate your concerns about protecting your account information. Remember, you can cancel at any time, L[redacted], with no questions asked. Our main goal is to have you refer our company to other people so that they, too, can be provided with the same level of service as you will have. They will thank you for it, they'll -- you know how this saves lives and you'll see that this is the best way with no service charge for the equipment. Come on, let me just give it out to you. What credit card number are we going to use?

MR. TYNDALL: I -- I just can't give out my credit card number without talking to my caregiver.

LEE: Well, we've already established that.

I've already established that, you know, you're going to get what you want, you're going to get the item that you want. You're going to receive exactly what I promised you. You don't have to pay for the equipment. You're 100 percent protected by the Federal Consumer Credit Protection Act, and we've maintained our relationship with all of the banking and regulatory institutes since we've been in business over 30 years ago.

Now, let me just let you know this. We're talking about $34.95. We certainly wouldn't jeopardize our reputation or our business for $34.95. It's really just a matter of you getting registered so you can give it a try. Now, what -- what's the other numbers on your Mastercard, L[redacted]? I assure you once your caregiver sees what you've got, they will be okay. This is a smart move. And it will give you back that sense of independence that you're missing.

MR. TYNDALL: I -- but my caregiver told me not to give out my credit card over the phone until I talk to her, and I did it last week.

(The call was concluded.)

MR. TYNDALL: That was a call received from area code 516-435-3217, received at approximately 2:30 p.m., September 17th, 2014. The caller hung up on me at the end of the call and the call was disconnected. My

name is Reeve Tyndall. I'm an investigator with the Federal Trade Commission.

(The recording was concluded.)

CERTIFICATION OF TYPIST

MATTER NUMBER: [redacted]

CASE TITLE: [redacted]

TAPING DATE: SEPTEMBER 17, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: SEPTEMBER 23, 2014

ELIZABETH M. FARRELL

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.

SARA J. VANCE

Attachment B

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO. [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 18, 2014
TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 27

TELEPHONE CONVERSATION WITH NICOLE AND SOSHINA

RAPID RESPONSE CALL NO. 2

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Nicole	4
Telephone conversation with Soshina	14

FEDERAL TRADE COMMISSION

In the Matter of:)
[redacted]) Matter No. [redacted]
)
---)

September 18, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

PROCEEDINGS

- - - - -

TELEPHONE CONVERSATION WITH NICOLE AND SOSHINA

RECORDING: -- already been referred to by a friend or family member, we have a system waiting to be shipped out to you.

(On hold)

RECORDING: Your call is very important to us. Please stay on the line and you'll be transferred to the next available agent.

(On hold)

NICOLE: This is Nicole. My agent number is 824. Who do I have the pleasure of speaking with today?

MR. TYNDALL: Hello?

NICOLE: Who do I have the pleasure of speaking with today?

MR. TYNDALL: Oh, this is Mr. G[redacted].

NICOLE: Okay. Now, you're responding to Rapid Response Alert Assistance Program, and for doing so, you are selected to receive a medical alert system, which is usually advertised on TV commercials. You're probably familiar.

MR. TYNDALL: Yes, I've heard of them.

NICOLE: Okay. Well, this is the same system you would see in USA Today, as well as SmartSource

magazine. The way the system works is very simple. If you have a medical emergency, a fire, a burglary, even a simple fall where there's any difficulties, you would simply push the button on a very lightweight, waterproof necklace or bracelet, which will allow you to speak from anywhere in your home hands-free to a live certified emergency medical technician. They will evaluate your situation immediately, notify family or 911, as well as comfort you until that help arrives.

Now, your alert button, it works from anywhere in your home, as well as outside of your home. It does have a 1500-foot range that's over four football fields in distance. The device has been around protecting seniors and non-seniors in America for over 30 years and has been trusted and recommended by over 65,000 health care professionals.

Now, included in your medical alert system package, there will be a medical alert base station with a loudspeaker and a very sensitive microphone, your choice of a waterproof wrist or necklace button, free shipping, as well as free activation. You do get unlimited contact. This means you can push the button as much as you want at no charge. An away-from-home protection card that does give emergency personnel 24-hour-a-day, 7-day-a-week access to your important medical

information. And we also provide you $1,000 in grocery savings.

Now, normally, this will cost you nearly $400, but with the assistance today, you are receiving the equipment at no cost. The only thing you are responsible for is the monitoring service, which is only $34.95 a month. Now, the billing cycle, it doesn't start until you receive your equipment and there are no contracts. So, if you ever decide to cancel, you can do so without cancellation fees and, of course, still keep the $1,000 we provide to you.

We do have a medical alert system here in your name. Where would you like for us to ship out the medical alert system to?

MR. TYNDALL: You could -- could you ship it to my -- to my -- to my apartment?

NICOLE: Okay, let me just pull that file up so we can verify that it is correct, okay? Hold on.

MR. TYNDALL: Okay.

(Pause)

NICOLE: Now, did you know did you want the medical alert bracelet or the necklace?

MR. TYNDALL: I -- what's -- what's the difference?

NICOLE: Oh, well, there's really no

difference. The necklace hangs around your neck and it's still -- it's very lightweight, and the bracelet -- a lot of our seniors usually choose the bracelet just because that it -- you know, you can keep it on more often than you would actually do the necklace since it's a smaller, you know, form, it goes around your wrist. Well, both items, you can -- they're waterproof. You can wear in the shower, you can wash the dishes with them.

MR. TYNDALL: Okay.

NICOLE: And pretty much -- it doesn't matter. It's whatever is more comfortable for you (inaudible).

MR. TYNDALL: Okay. Well, if I order one and I don't like it, could I exchange it?

NICOLE: Sure you can.

MR. TYNDALL: Okay.

NICOLE: What you can do, if you feel like you don't like it, just call in the customer service number you will be provided today and they would, of course, send that one back. They pay for the shipping, don't worry. And you can get the other form.

MR. TYNDALL: Okay.

NICOLE: Now, are you residing at [redacted]

[redacted]

MR. TYNDALL: No, no, I've -- I've moved.

NICOLE: Okay. So, I would need the updated

address. Just a second, let me get to the form.

MR. TYNDALL: Okay.

NICOLE: Okay, one second.

(Pause)

NICOLE: Okay. Now, did you want the necklace or the bracelet?

MR. TYNDALL: I think I'll try the bracelet.

NICOLE: Okay. Now, that's good. That's a good choice as well. Now, the address that you're currently residing at right now, what would that be?

MR. TYNDALL: Okay. That is [redacted]

[redacted]

NICOLE: Okay, let me put the [redacted] right?

MR. TYNDALL: Yeah.

NICOLE: Okay. And then your city and your state.

MR. TYNDALL: The city is [redacted].

NICOLE: [redacted]?

MR. TYNDALL: [redacted].

NICOLE: Okay, let me do that over. [redacted] [redacted] right?

MR. TYNDALL: Yeah.

NICOLE: Okay. It should be spelled how you spelled it, though. But, yeah, that's how they spell it.

NICOLE: Okay, so [redacted] -- okay.

MR. TYNDALL: Yeah. And that's [redacted]

NICOLE: [redacted] Is it cold out there right now?

MR. TYNDALL: Ah, it's not too bad. It all depends on your perspective. Where are you calling from?

NICOLE: Well, we're in -- monitoring in New York and we monitor throughout the United States. And it gets -- you know, of course, it snows, it gets cold in New York and then it's not very hot when it's hot, to me.

MR. TYNDALL: Yeah, it's probably good weather. We're having perfect weather here. It's about 71.

NICOLE: Okay.

MR. TYNDALL: 72.

NICOLE: Very nice, okay. What is your zip code?

MR. TYNDALL: [redacted]

NICOLE: Okay. And you said that -- now, I need the correct spelling of your first and last name to make sure I -- you know, everything is accurate. We don't want any misspelling.

MR. TYNDALL: Sure. First name [redacted]

NICOLE: Okay.

MR. TYNDALL: Last name [redacted]

[redacted]

NICOLE: Okay. Now, is this a home phone number or a cell phone number for you?

MR. TYNDALL: The phone that you're calling is my old phone. I have to pay -- pay by the minute. Could I give you --

NICOLE: Okay, you don't want that phone on file?

MR. TYNDALL: Yeah, could I give you another phone number?

NICOLE: Okay. What is the other phone number?

MR. TYNDALL: [redacted]

NICOLE: And what's the area code? [redacted]?

MR. TYNDALL: [redacted]

NICOLE: Is that the area code?

MR. TYNDALL: Yes.

NICOLE: Okay.

MR. TYNDALL: [redacted]--

NICOLE: Mm-hmm.

MR. TYNDALL: --[redacted]

NICOLE: Okay. And what is this, your mobile phone?

MR. TYNDALL: Yeah, it's another mobile phone. I -- I moved out here because -- because my brother's out here and I -- I got into an accident a few years ago and

I need a little bit more help. So, yeah, I'm out here now.

NICOLE: Okay. You said you wanted the bracelet?

MR. TYNDALL: Yeah.

NICOLE: Okay. Do you need a medi lock box?

MR. TYNDALL: What's that?

NICOLE: Okay, that's something that you'll place on your door. In case you couldn't make it to the door, fire and rescue will enter into your home without, of course, breaking your door or your windows. It is included in your package. Would you like to receive that?

MR. TYNDALL: Oh, okay, sure. That's a good idea.

NICOLE: Okay.

MR. TYNDALL: I live in an apartment, but --

NICOLE: Okay, I -- you can place it on your door. I mean, it's still -- it doesn't matter if you're in a house or an apartment.

MR. TYNDALL: Okay.

NICOLE: Now, we do apply the $34.95 only today. On that, we do accept any debit or major credit card, such as a Visa, American Express, Discover or Mastercard. Which do you prefer to use today?

MR. TYNDALL: I have a -- I have a [redacted].

NICOLE: Is that a debit card?

MR. TYNDALL: No, it's a credit card.

NICOLE: Okay. Is that the one you would like on file to use today for the $34.95?

MR. TYNDALL: Sure, okay.

NICOLE: Okay. Whenever you're ready, you can read the card name and numbers from left to right to me.

MR. TYNDALL: Okay. Hold on. Could I get that? It's in my desk.

NICOLE: Sure, take your time.

MR. TYNDALL: Okay.

(Pause)

MR. TYNDALL: Are you still there?

NICOLE: Yes, I am.

MR. TYNDALL: Okay. I have the card.

NICOLE: Okay, whenever you're ready. Take your time.

MR. TYNDALL: What -- what do you need on the card?

NICOLE: The card name, if it's a Visa, Mastercard, American Express or Discover.

MR. TYNDALL: Okay.

NICOLE: And your numbers from left to right.

MR. TYNDALL: Okay. It's a [redacted]. And the card

number is XXXX XXXX XXXX XXXX.

NICOLE: Could you repeat the last two for me? I'm sorry.

MR. TYNDALL: Oh, it's XX.

NICOLE: Okay. And your expiration date?

MR. TYNDALL: Is [redacted].

NICOLE: And there's three numbers which is your CVV code to the back of the card.

MR. TYNDALL: XXX.

NICOLE: Okay. Now, as a reminder today, you're only going to be responsible for the $34.95. Now, the -- that will be for your first month and that will be the monitoring service, which wouldn't start until you receive your equipment. Your equipment will be shipped out to you at the address you've provided here as [redacted] Is that all accurate?

MR. TYNDALL: Yes, that's correct.

NICOLE: Okay. That will arrive to you in the next seven to ten business days. And, remember, when you do receive it, don't forget to activate your system by plugging it into your phone line jack and pushing a button. That will immediately start protecting you and that will, of course, activate the system.

What I'm going to do is transfer you over to

our confirmation department. They will just make sure that I've entered everything into the system correct, also give you a confirmation number and as well as our customer service number.

MR. TYNDALL: Okay.

NICOLE: Now, I would, of course, like to thank you very much. I do hope you enjoy the safe feeling of having a medical alert system. Please hold while I'll transfer you to confirmation and make sure you keep everything handy. Don't hang up until you do speak with someone in confirmation, okay?

MR. TYNDALL: Okay.

NICOLE: Okay, have a good day. Hold on.

MR. TYNDALL: Okay.

(On hold)

MR. TYNDALL: Hello?

Hello?

(No response)

SOSHINA: Hello, [redacted]?

MR. TYNDALL: Yes.

SOSHINA: Hold on a second.

(Pause)

SOSHINA: Hold on one second, ma'am.

(On hold)

SOSHINA: Hello, [redacted]?

MR. TYNDALL: Yes.

SOSHINA: Hi. Thanks for standing by. This is the verification department.

MR. TYNDALL: Okay.

SOSHINA: Okay. And -- I'm sorry, one second.

Now, my name is Soshina. Today's date is September 18th, 2014. This line is being recorded for quality assurance, okay?

MR. TYNDALL: Okay.

SOSHINA: Now, can you -- now, can you please state your first and last name, please?

MR. TYNDALL: J[redacted]

SOSHINA: Okay. Now -- now, great. Your total package include the medical alert base station with a speaker, a 1500-foot range with (inaudible) adapter and one emergency button. Now, I just need to verify that we have all your information in the system.

MR. TYNDALL: Okay.

SOSHINA: Okay. Now, I just need to verify they have all your information in our system correctly. I have your first name here as J[redacted]

MR. TYNDALL: Yes.

SOSHINA: Last name spelled [redacted] is that correct?

MR. TYNDALL: Yes.

SOSHINA: And I have your mailing address here as [redacted], is that correct?

MR. TYNDALL: Yes.

SOSHINA: Okay, let me fix that because I have it at the wrong spot. [redacted] And your city is [redacted], is that correct?

MR. TYNDALL: Yes.

SOSHINA: Okay, great. Let me correct your information right here. They have it wrong, at the bottom, apartment. [redacted]?

MR. TYNDALL: Yes.

SOSHINA: Okay. Now, you're -- here -- your address -- I mean, sorry, your phone number here, is that [redacted], is that correct?

MR. TYNDALL: No.

SOSHINA: I want to repeat your phone number again. It's [redacted].

MR. TYNDALL: No, no, it -- I'll give you a better phone number.

SOSHINA: Oh, I see another one underneath. They have a second number. It's [redacted].

MR. TYNDALL: Yeah. I really want people to call that phone number.

SOSHINA: Okay. So, you want me to call that number instead?

MR. TYNDALL: Yes.

SOSHINA: Okay. Okay. Now, is this a land line, cellular or Internet phone?

MR. TYNDALL: It's a cell phone, but the [redacted] is my land line phone.

SOSHINA: Okay. Let me -- I want to make sure. Okay. All right, one second. So, you prefer to be called on the [redacted] number?

MR. TYNDALL: Yes.

SOSHINA: Okay. Let me put that in our notes, land line phone, customer prefer to be called on [redacted].

MR. TYNDALL: Yes.

SOSHINA: Okay, land line -- okay, land line phone. Customer prefers to be called on -- okay. Hello? Okay.

MR. TYNDALL: Yes.

SOSHINA: That's it. And -- and you're getting a -- what are you getting, a bracelet or a necklace?

MR. TYNDALL: I think a bracelet.

SOSHINA: Okay, I saw that. Also, and bracelet. And a medi -- you're also receiving a medi lock box, correct?

MR. TYNDALL: I think so. Is that free?

SOSHINA: Yeah, yeah, you're getting that free. I see that -- I see it in the notes.

MR. TYNDALL: Okay.

SOSHINA: Medi.

MR. TYNDALL: Did my brother refer me?

SOSHINA: Yeah, it could be your family member or -- a friend or family member or sometimes maybe you're receiving this call because by through a medication or health care purchase.

MR. TYNDALL: Oh, okay.

SOSHINA: Okay? Okay, great, I have everything here. Now, is that -- the address we have here, that's where the equipment will be installed at?

MR. TYNDALL: Yes.

SOSHINA: Okay, great. Now, do you still have that credit card in handy?

MR. TYNDALL: I do.

SOSHINA: Okay. Now, give me the credit card numbers. I'm ready when you are.

MR. TYNDALL: Okay. It's XXXX --

SOSHINA: Mm-hmm.

MR. TYNDALL: -- XXXX --

SOSHINA: Mm-hmm.

MR. TYNDALL: -- XXXX --

SOSHINA: Mm-hmm.

MR. TYNDALL: -- XXXX.

SOSHINA: Okay. And that's a Visa card, correct?

MR. TYNDALL: Yes.

SOSHINA: Okay, look on the back of the card and give me your security code number. It should be three numbers.

MR. TYNDALL: XXX.

SOSHINA: Okay, XXX. Okay. And is the billing address the same as your mailing address?

MR. TYNDALL: Yes.

SOSHINA: Okay, great.

MR. TYNDALL: Now, J[redacted], before -- before we continue with the verification, I would like to take a minute and tell you about our smoke alert 911. It is a smoke/fire detector. It is used just like a regular smoke detector, but it has a built-in phone technology that directly notifies smoke alert 911 central station in the event of any emergency. The unit comes equipped with a manual shutoff to prevent false alarms. The emergency operator will also attempt to contact your home before dispatching the fire department. In addition, there is a self-testing button so you can make sure that your unit is always up and running. The result of this remarkable

new technology is that you and your family will never have to worry about calling 911 during a fire or wait for the neighbors to call if you are not home.

On top of that, by having this device, you are qualified to save money on your monthly homeowners insurance. That sounds great, right, J[redacted]?

MR. TYNDALL: Yeah, that sounds good.

SOSHINA: Now, we're so confident that you will love the service and the peace of mind that the smoke alert 911 will provide that we are willing to send out the smoke detector unit to you for free and give you -- sorry, and give you free shipping and free handling. Your unit will arrive with everything in it needed to work including batteries, plus we will give you a lifetime warranty on the defensive unit -- defective unit, sorry. You will always receive the same low monthly rate of $14.95. So, in 30 days and -- every 30 days, thereafter, we will bill the amount used by $14.95 for your monthly continued -- for your monthly service for as long as you want to maintain a member.

So, remember, if for any reason you did not want to continue with the service, place a call to our customer support line to cancel for the payment and just return the smoke alert 911 unit. However, J[redacted], we know that once you have the peace of mind that the Smoke

Alert 911 provides, you will want to make sure you are always protected. So, let's just go ahead and charge the first -- sorry, the first month of monitoring to the card we used today just to confirm the last four -- just confirm the last four digits.

MR. TYNDALL: What do you need? The --

SOSHINA: Confirm the last four digits of your credit card number.

MR. TYNDALL: Oh, okay, the last four digits of my credit card are X --

SOSHINA: Mm-hmm.

MR. TYNDALL: -- XXXX.

SOSHINA: Okay. Now, J[redacted] it will be arriving within 10 to 14 business days in a separate package from your alert system, okay?

MR. TYNDALL: Okay. When are you -- when will you charge me for that?

SOSHINA: It's going to be billed -- you're going to be billed today for $14.95.

MR. TYNDALL: Okay.

SOSHINA: Hold on, let me -- let me make sure. Your unit will give you a lifetime warranty. You will always receive the same low monthly rate of $14. So, in 30 days and every 30 days after. So, I guess you're going to be billed every month in 30 days and every 30

days after.

MR. TYNDALL: Okay.

SOSHINA: There will be the bill and amount use of only $14.95.

MR. TYNDALL: Okay.

SOSHINA: Okay? So, if you're not interested in it, you can always call us and cancel at any time with no cancellation fee. Just simply call the 1-800 number I'm going to -- I'm going to provide you with, okay?

MR. TYNDALL: Okay.

SOSHINA: Okay. Now, J[redacted] by providing your credit card information and verbal authorization today, of September 18th, 2014, you are authorizing Medical Alarm to initiate a one-time credit card debit on the 28th of every month for the amount of $34.95, recurring credit card debit to your account in the amount of $34 on the 28th of every month. The first credit card debit shall be drafted or applied from your account on or after the 28th, to be followed by successive debits if applicable as just described.

Please know that if, at any time, you wish to revoke this authorization and cancel any scheduled debits to your account, you must notify the 1-800 number. Do you have a pen and paper so you can write that down?

MR. TYNDALL: I do, yes.

SOSHINA: That number is 1-888 --

MR. TYNDALL: Okay.

SOSHINA: -- 998 --

MR. TYNDALL: Okay.

SOSHINA: -- 08 -- 0821.

MR. TYNDALL: Okay.

SOSHINA: Okay? You got that? That's Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m. Eastern Standard time, at least three business days prior to the scheduled debit date. In the event that you choose not to return the equipment, but -- but to purchase it, you've authorized a one time charge of $475. Okay?

MR. TYNDALL: Okay.

SOSHINA: Now, do you -- do you want Medical Alarm to proceed with these credit card debits?

MR. TYNDALL: Yes. Yes.

SOSHINA: Okay, great. Now, thank you, J[redacted]. Credit card debits will be drafting from your account with the following information with the credit card number you provided me with. Okay? The Visa card, in the amount of $34.95, all right? And, also, you're going to receive the smoke detector for $14.95, okay?

MR. TYNDALL: Okay.

SOSHINA: Now, should you have any question

regarding your payment, you may reach that 1-800 number I -- the 1-800 number that I provided you with Monday through Friday between 9:00 a.m. to 5:00 p.m. Eastern Standard time. Now, do you have any question regarding your credit card debit procedures?

MR. TYNDALL: I don't think so. What was the phone number that you gave me? I just want to make sure I have it right.

SOSHINA: 1 -- 1-888 --

MR. TYNDALL: Okay.

SOSHINA: -- 998 --

MR. TYNDALL: Okay.

SOSHINA: -- 0821.

MR. TYNDALL: Okay, I got it. And what's your name?

SOSHINA: Okay. Now -- my name is Soshina.

MR. TYNDALL: Okay. And what's your company?

SOSHINA: Our company name is Rapid Response Alert.

MR. TYNDALL: Okay. Well, thank you.

SOSHINA: Okay, now great. Huh?

MR. TYNDALL: Thank you.

SOSHINA: Now, J[redacted], you will receive -- you're welcome. You will receive your packet -- your entire packet in 10 to 14 business days, which will

include a state-of-art monitoring system. There will be no contract and you can cancel at any time. If you're ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again, okay?

MR. TYNDALL: Okay.

SOSHINA: Okay. Now, if you have any questions, please contact that customer service number. Now, I'm just going to give you your ID number. Take this number down.

MR. TYNDALL: Okay.

SOSHINA: That number is [redacted] --

MR. TYNDALL: Okay.

SOSHINA: [redacted] --

MR. TYNDALL: Okay.

SOSHINA: -- [redacted]

MR. TYNDALL: [redacted] Okay.

SOSHINA: If you have a -- yeah, that's the customer service number. So, J[redacted], it was nice talking to you. Have yourself a wonderful day, okay?

MR. TYNDALL: Okay, thank you.

SOSHINA: You're welcome. Bye-bye.

MR. TYNDALL: Bye.

(The call was concluded.)

MR. TYNDALL: Undercover call received from

area code 516-435-3217, at approximately 2:34 p.m., September 18th, 2014. My name is Reeve Tyndall. I'm an investigator with the Federal Trade Commission. This concludes the undercover call.

(The recording was concluded.)

CERTIFICATION OF TYPIST

MATTER NUMBER: [redacted]

CASE TITLE: [redacted]

TAPING DATE: SEPTEMBER 18, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: SEPTEMBER 23, 2014

Elizabeth M. Farrell

ELIZABETH M. FARRELL

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.

Sara J. Vance

SARA J. VANCE

Attachment C

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO. [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 18, 2014
TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 7

TELEPHONE CONVERSATION WITH KEVIN

RAPID RESPONSE CALL NO. 3

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Kevin	4

FEDERAL TRADE COMMISSION

In the Matter of:)
[redacted]) Matter No. [redacted]
)
---)

September 18, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

P R O C E E D I N G S

- - - - -

TELEPHONE CONVERSATION WITH KEVIN

RECORDING: -- family member. We have a system waiting to be shipped out to you. Press one now to receive your personal medical alert system. And by taking advantage today, you'll also receive $1,000 in grocery saving coupons, plus a 75 percent prescription discount card. Again, press one now to receive your personal medical alert system. Press nine to opt out.

(Number pressed) (Pause)

KEVIN: This is Kevin. My agent (inaudible) assistance number is 837. May I ask who am I speaking with?

MR. TYNDALL: Oh, this is J[redacted]. I think that I already talked with you. Is this Rapid Response?

KEVIN: Yeah.

MR. TYNDALL: Oh, okay. I spoke with someone a few hours ago about a medical alert bracelet.

KEVIN: Uh-huh.

MR. TYNDALL: And I ordered one.

KEVIN: Oh, okay. All right, no problem. We'll just take you off the call list.

MR. TYNDALL: Oh, okay. Is this -- is this Rapid Response Alert?

KEVIN: Yeah, this is, yeah.

MR. TYNDALL: Oh, okay. I -- they said I -- was I -- I referred by a -- by a family member?

KEVIN: No, it's -- they were just calling -- they were calling because you were still -- I'm calling because you were still on our list. They must have forgotten to take you off earlier.

MR. TYNDALL: Oh, okay. Is --

KEVIN: Yeah.

MR. TYNDALL: Who is the person talking before -- before you got on the phone?

KEVIN: Oh, that's just a recording. It's an automated recording.

MR. TYNDALL: Oh, okay. It -- because it sounded like --

KEVIN: Yeah.

MR. TYNDALL: -- the same person that called last time.

KEVIN: Oh, wow.

MR. TYNDALL: Okay.

KEVIN: All right. Well, have a --

MR. TYNDALL: Can I check on the status of my order?

(The call was concluded.)

MR. TYNDALL: This is Reeve Tyndall,

investigator with the Federal Trade Commission. That was a called received from area code 516-435-3217, at approximately 4:08 p.m., on September 18th, 2014. This ends the recording.

(The recording was concluded.)

CERTIFICATION OF TYPIST

MATTER NUMBER: [redacted]

CASE TITLE: [redacted]

TAPING DATE: SEPTEMBER 18, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: SEPTEMBER 23, 2014

Elizabeth M. Farrell

ELIZABETH M. FARRELL

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.

Sara J. Vance

SARA J. VANCE

Attachment D

Case: 1:15-cv-05781 Document #: 21-2 Filed: 07/06/15 Page 74 of 173 PageID #:1206

Medical Alarm Systems

266 Merrick Road, Suite 104, Lynbrook, NY 11563



Providing **Safety** and **Security** *at the Press of a Button*

WELCOME to Medical Alarm Systems.

OPEN RIGHT AWAY!

(Please read all documents inside before testing system)

Medical Alarm Systems

Medical Alarm Systems
266 Merrick Rd Suite 104
Lynbrook, NY 11563
1.800.716.1433
Info@MedicalAlarmCustomerService.com

Customer ID: [redacted]

Monitoring Agreement

Unit ID [redacted] Model: EZCare-RRLW Phone Service: _____

Subscriber #1 Name: J[redacted] G[redacted] Male ___ / Female ___ Birth Date ___/___/___

Subscriber #2 (if applicable) Name: _____ Male ___ / Female___ Birth Date ___/___/___

Street Address: [redacted]

City: Jonesboro State [redacted] Zip: [redacted]

Household Telephone #: [redacted] Email: _____

Cross Streets: _____ Township (TX, PA, NJ Only): _____

Hidden Key/Lockbox location: _____ Lockbox Code: _____ Private Home ___/ Apartment ___

Medical Information (Subscriber #1)

Allergies: _____

Medications: _____

Physical Limitations: _____

Major Illnesses/Surgeries: _____

Blood Type: _____

Preferred Hospital: _____

Medical Information (Subscriber #2 – if applicable)

Allergies: _____

Medications: _____

Physical Limitations: _____

Major Illnesses/Surgeries: _____ Blood Type: _____

Responder Information

Phone Codes: C = Cell Phone, H = Home Phone, W = Work Phone

IN ORDER OF PRIORITY	PHONE #1	PHONE CODE	PHONE #2	PHONE CODE	RELATIONSHIP	Must Notify Y/N	Responder Y/N	Keys Y/N

*"Must notify" means must be contacted every time signal is received. *"Responder" means has ability to respond to residence if needed.*

Check One:

If no communication ___ **Dispatch EMS First or** ___ **Call Responders First**

Responsible Party:

I designate _____

Phone: _____ Relationship: _____

Medical Power of Attorney: _____ Yes or _____ No

This person is the only person that can make changes on my Responder Form, and will be responsible for returning equipment if I am unable to do so, and settle any finances pertaining to my account.

Subscriber: _____ Date: ____

Rental Agreement:

Introductory Rate:	$ 34.95
Additional Button/Monitoring	$
Fall Detector/Smoke Detector	$ 14.95
Anywhere Alert 911	$
Medilok Lockbox	$
All Inclusive Program	$
Installation / Shipping Fee	$
Refundable Deposit	$
Activation Fee	$
Total Paid	$ 49.90

Price Guarantee Program: ___ 12mth ___24mth

AUTHORIZATION AGREEMENT

On 9/18/2014 I authorized Medical Alarm Systems (Company) to charge my credit card or to electronically debit $49.90 from my (check one)

__ Credit Card # [redacted]

__ Bank name account ending in

The monthly payments I am authorizing today shall be in the amount of $49.90

I authorize the first recurring payment to be withdrawn from my bank or charged to my credit card, indicated above, beginning on 11/3/2014 and continuing each month thereafter on the same date each month.

I (we) hereby authorize THE COMPANY to initiate entries to my (our) credit card or checking/savings accounts at the FINANCIAL INSTITUTION listed in BANK NAME above and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until THE COMPANY is notified by me (us) in writing to cancel in such time as to afford THE COMPANY and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it. If at any time you wish to revoke this authorization and cancel any scheduled debit to your account, you must notify The Company at 800.716.1433 between the hours of 9:00am-6:00pm EST at least 3 business days prior to any scheduled debit date. In the unlikely event your payment is returned unpaid, we may elect to electronically (or by paper draft) re-present your payment up to two more times.

THIS AGREEMENT IS SUBJECT TO ALL PROVISIONS ON THIS FORM. SUBSCRIBER ACKNOWLEDGES HAVING READ THIS ENTIRE AGREEMENT AND HAS NO QUESTIONS REGARDING THE TERMS AND CONDITIONS THEREOF AND AGREES THERETO. IT IS THE SUBSCRIBER'S RESPONSIBLITIY TO TEST THE UNIT ON A MONTHLY BASIS.

THE UNDERSIGNED HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS OF THIS AGREEMENT (Subject to acceptance by The Company)

Subscriber has provided The Company with above information and acknowledges that it is accurate. Subscriber must notify The Company's Monitoring Center of any changes or additions to the above information.

Subscriber: _____ Date: _____

Dear Customer,

How To Test:

1. Please call our Testing Hotline at 1-855-484-0235
2. Recorded message will say "Welcome to the Lifewatch Home Test Line
3. "We have identified your device. Do you wish to now place this device on test for the next fifteen minutes? Please say yes or no".
4. You will be asked to state your name for our records. You will hear "Your device has been placed on test for the next fifteen minutes. You can now hang up and test the device".
5. Now press button.
6. System will activate and say "we have just received a home test alarm. In order to test your microphone, please speak your full name for our records".
7. State your name.
8. "Thank you. You will now hear your voice played back to you from the test. If you did not hear your voice played back, or you experienced any other issues during this test, please call Lifewatch at 1-800-716-1433 using your regular telephone for further assistance. As a reminder, this device will remain on test for approximately (Remaining Time) more minutes, at which time it will automatically be set back to normal operation. This call is now complete. Have a great day".



Congratulations on receiving your...

$50 MONTHLY DINING REWARD!









Congratulations Here's Your Reward!

Medical Alarm Systems appreciates your continued business! Here's your $50 Monthly Dining Reward, redeemable for great savings at nearly 80,000 popular restaurants. Best of all, Medial Alarm Systems will automatically re-load your $50 Monthly Dining Reward every month! That's **$600 in annual reward value**, as long as you are a current paid customer!

Your $50 Monthly Dining Reward Details:

- **Your Reward Value:** **$50 per month!**
- **Your Reward Code:** Your Reward Code is your nine digit "Customer ID". You'll find your nine digit Customer ID located on the top right of your monitoring agreement.

How to Redeem Your Reward:

- Go to **www.monthlydining.com.**
- Enter your Reward Code (above).
- Your account will be credited with $50.00.
- Search for restaurants and enjoy!
- Claim your $50 Dining Reward each month!

Your Reward Value:

- Your Dining Reward starts with a value of $50, redeemable for restaurant-specific discounts at nearly 80,000 popular restaurants.
- Your Dining Reward is re-loaded every month to $50.
- The maximum value your reward will have is $50.

Customer Service:

- Email: **questions@monthlydining.com**
- Online Support: **www.monthlydining.com**
- Hours: **8:00am – 8:00pm Monday through Saturday**

Monthly Dining Reward Program certificates are the sole obligation of the Monthly Dining Reward Program, and may be redeemed online only at (www.monthlydining.com). Monthly Dining Reward Program certificates have no cash value, are not gift cards, and are not redeemable for cash, or at any restaurant, at any time. Action on your part is required to claim this reward. For complete redemption instructions and terms and conditions for the Monthly Dining Reward Program, please visit (www.monthlydining.com). Benefits associated with this reward do not accrue/rollover from month to month. The Monthly Dining Reward Program is not the provider of any of the member benefits to which you will

Medical Alarm Systems **800.716.1433**
266 Merrick Road, Suite 104, Lynbrook, NY 11563

To our newest subscriber and family,

Welcome to Medical Alarm Systems! Thank you for choosing us as your medical alarm company. Our goal is to provide prompt, courteous and caring attention, 24/7/365.

Enclosed you will find your **Medical Alarm system**, instructions on how to connect and use the equipment, and the **Medical Alarm Systems Monitoring Agreement**.

In order to properly respond in the case of an emergency, we must receive your signed paperwork back within 30 days of receiving the equipment. **If we do not hear from you within 30 days from receipt of equipment, you are agreeing to our terms and conditions.**

IMPORTANT CONTACT INFORMATION:

Customer Service & Technical Support:
800.716.1433

Fax: **866.339.9120**

Email: **info@MedicalAlarmCustomerService.com**

Once again thank you for joining Medical Alarm Systems. We hope you feel more safe, secure, and confident living an independent lifestyle.

Sincerely,
The Medical Alarm Systems Family

Medical Alarm Systems
266 Merrick Road, Suite 104, Lynbrook, NY 11563
800.716.1433

GET 2 FREE MONTHS!!!

"FRIEND TO FRIEND" PROGRAM

Happy with your Medical Alarm system? Have a friend that would benefit from our service too?
Be a friend and refer them! For each friend that signs up for our service we will credit you **two FREE months of service with Medical Alarm Systems.**

There's no limit on referrals, which means you could potentially receive Medical Alarm Systems at no cost to you!

Your Name: _____

Phone#: _____ **Unit ID#:** _____

FRIEND #1 Name: _____ Phone#: _____	FRIEND #6 Name: _____ Phone#: _____
FRIEND #2 Name: _____ Phone#: _____	FRIEND #7 Name: _____ Phone#: _____
FRIEND #3 Name: _____ Phone#: _____	FRIEND #8 Name: _____ Phone#: _____
FRIEND #4 Name: _____ Phone#: _____	FRIEND #9 Name: _____ Phone#: _____
FRIEND #5 Name: _____ Phone#: _____	FRIEND #10 Name: _____ Phone#: _____

Thank you for referring your friends and using Medical Alarm Systems.

Please fax this form to: 866.339.9120 or mail to: Medical Alarm Systems • 266 Merrick Road, Suite 104, Lynbrook, NY 11563

800.716.1433 | info@MedicalAlarmCustomerService.com

SAVE A COPY FOR YOUR RECORDS

LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

866.447.3987
www.lifewatch-usa.com

LIFEWatch, Inc. • 266 Merrick Road, Suite 104, Lynbrook, NY 11563 • 800.716.1433

LIFEWATCH INC
WWW.LIFEWATCH-USA.COM

MEDICAL ALARM SYSTEM LEASE AND MONITORING SERVICE AGREEMENT

Agreement dated _____, by and between Lifewatch Inc (hereinafter referred to as "Lifewatch" or "ALARM COMPANY")

and _____(hereinafter referred to as "Subscriber", "You" or "Purchaser".) Phone: _____

The parties hereto agree that:

1. MEDICAL ALARM SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF ALARM COMPANY: ALARM COMPANY shall lease, instruct the Subscriber in the proper use of the Medical Alarm System (hereinafter referred to as "System" or "equipment"), provide self installation instructions for the Subscriber to self install the System at Subscriber's location including all necessary devices and equipment, for the duration of this agreement, with the understanding that the entire System is and shall always remain the sole personal property of ALARM COMPANY and shall not be considered a fixture or a part of the realty, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ALARM COMPANY.

2. MEDICAL ALARM MONITORING SERVICES / DOCUMENTATION / COMMENCEMENT OF SERVICES: Medical Alarm Monitoring services shall commence upon LifeWatch's receipt of this Agreement signed by Subscriber. Commencement of monitoring services shall constitute LifeWatch's acceptance of this Agreement. This Agreement includes other documents which are to be signed and returned to LifeWatch by Subscriber, These documents include: LifeWatch Financial Form, LifeWatch Subscriber Information and Responder Form and Primary Response Directive. Subscriber acknowledges receiving LifeWatch's Welcome Notice, Instructions how to test and use the LifeWatch System and Installation instructions.

3. CANCELLATION: Subscriber may cancel this agreement and all services on 30 days notice to ALARM COMPANY. If Subscriber cancels this agreement pursuant to any statutory authority ALARM COMPANY will, within 10 days or within such time as such statute specifies, upon such cancellation and return of equipment refund to Subscriber any amount paid for the equipment and any advance payment for services not yet rendered. Your statutory right to cancel may vary from state to state and LifeWatch will comply with your state's requirements

4. LEASE, MONITORING, AND SERVICE CHARGES: Subscriber agrees to pay ALARM COMPANY as provided in the Lifewatch Financial Form, plus tax if any, payable in advance for the lease, monitoring, and service of the System for the term of this agreement commencing on the day Subscriber receives the System, and continuing monthly thereafter until Subscriber returns Lifewatch's system.

This contract will automatically renew every month after the initial term, unless either party gives written notice of its intent to cancel. Failure to return all equipment in satisfactory condition will result in a charge ($350 for base unit, $125 for pendant). In addition, your account will continue to be billed at the monthly monitoring fee as indicated on the Lifewatch Financial Form until our equipment is returned in good working order. TO: ALARM COMPANY at 266 Merrick Road, Suite 104 Lynbrook, NY 11563

5. TERM OF AGREEMENT/RENEWALS: The term of this agreement shall be for a period of 30 DAYS. This agreement shall renew itself month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by fax, email or written correspondence of their intention not to renew the contract at least 30 days prior to the expiration of any term.

6. INCREASES OF MONTHLY CHARGE: ALARM COMPANY shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date hereof and Subscriber agrees to pay such increase.

7. MEDICAL ALARM SYSTEM CENTRAL OFFICE MONITORING: Upon receipt of a signal, ALARM COMPANY or its designated central office, shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department or emergency personal response service designated by Subscriber. Subscriber acknowledges that signals which are transmitted over telephone lines, internet, VOIP, or other modes of communication pass through communication networks beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY, except ALARM COMPANY may own the radio network, and therefore ALARM COMPANY shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising as a result thereof, or for data corruption, theft or viruses to Subscriber's computers if connected to the PERS communication equipment. Subscriber agrees to furnish ALARM COMPANY with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of emergency conditions together with a list of all medication, allergies and medical conditions Subscriber wishes to be available to all PERS personnel and medical personnel. All changes and revisions shall be supplied to ALARM COMPANY in writing. Subscriber acknowledges that ALARM COMPANY provides no response to a System signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting ALARM COMPANY's liability are fully applicable to the Medical Alarm System service. ALARM COMPANY may, without prior notice, suspend or terminate its services, in event of Subscriber's default in performance of this agreement or in event designated central office facility or communication network is nonoperational or Subscriber's system is sending excessive communication. ALARM COMPANY is authorized to record all telephone conversations and shall own such recordings.

8. SUBSCRIBER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS: Subscriber agrees not to tamper with, remove or otherwise interfere with the System. Subscriber agrees to bear the cost of repairs or replacement to the System made necessary as a result of any damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALARM COMPANY without additional charge. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

9. TELEPHONE SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY: Subscriber acknowledges that the MEDICAL ALARM System Transmitter plugs into a standard telephone jack and communicates over standard telephone lines using two way voice communication. The transmitter may not work with VOIP Internet connection.

10. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALARM COMPANY or MEDICAL ALARM equipment manufacturer.

11. DELAY IN INSTALLATION: ALARM COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, transmission failure, acts of God, or other causes, including ALARM COMPANY's negligence in the performance of this agreement, and Subscriber shall not be relieved from payments due under this agreement for such period.

12. TESTING AND SERVICE OF MEDICAL ALARM SYSTEM: The parties hereto agree that the SYSTEM, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the SYSTEM and to notify ALARM COMPANY if it is in need of repair or replacement. During the contract period and so long as Subscriber is current in payment, ALARM COMPANY shall service or replace the System if returned by the Subscriber to ALARM COMPANY at ALARM COMPANY's address. ALARM COMPANY will upon Subscriber's request arrange pick up and delivery, at Subscriber's expense by UPS or US Postal Service. If ALARM COMPANY fails to repair or replace the SYSTEM within 7 days after receipt of said written notice, Subscriber shall not be obligated to pay any amount for service from date said written notice is given, until the SYSTEM is restored to working order unless ALARM COMPANY determines that the equipment is operational and the system failure was electrical or telephone service related at Subscriber's premises, in which event Subscriber shall pay ALARM COMPANY's cost of shipping and inspection charge of $75.00 or if Alarm Company determines that the equipment was damaged by other than ordinary wear and tear, in which event Subscriber shall be charged $350 for a replacement system and $125 for a replacement pendant.

13. SUBSCRIBER TO INSURE ALARM COMPANY'S EQUIPMENT: Subscriber shall insure ALARM COMPANY's equipment against fire and casualty and Subscriber agrees to name ALARM COMPANY in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the Medical Alarm System.

14. AUDIO LISTEN IN AND FORCIBLE ENTRY: The system includes two-way voice is and meant to be heard under optimal conditions throughout most of the house. In the event that the two way audio is not clear, or the central station does not hear audio, subscriber authorizes company and central station to follow emergency response procedures. Company will notify 911 first, unless otherwise told in writing. Subscriber authorizes the Company in its sole discretion to authorize forcible entry to gain access to Subscriber's premises in the event the System emits a signal to the Central Station and the Subscriber cannot be heard throughout the unit's microphone nor does the Subscriber answer the telephone. Subscriber does hereby release the Company and Central Station from any and all liability whatsoever as a result of said forcible entry.

15. LIFEWATCH 911 UNIT: If Subscriber chooses to add an Alert 911 unit, it is understood that this product calls 911 direct and scrubscriber must be able to give their name and location to the 911 operator. There is no GPS locator. All other Terms and Conditions below apply.

16. MOBILE ALERT SYSTEM: If you have our Mobile Alert System, monitoring service will not begin and Company and the Central Station will have no obligation to notify emergency personnel or other persons identified as emergency contacts until (1) Company has received your emergency contact information and (2) you have called to activate system and sent a test signal from the system which was successfully received by the Central Station. Please note you must have adequate cellular coverage in the area where system is being used. You are responsible for testing your mobile device everywhere you go. Subscriber also understands that their physical location will be used in connection with providing the service that authorized caregivers may request your current location via our secure web portal. You hereby agree that the Company and the Central Station may provide the Responders and any other necessary third parties, as determined by us and the Central Station in our reasonable discretion, with access to your physical location. You hereby release the Company and the Central Station of any liability which may arise out of disclosure of such information to Responders and any other necessary third parties. If the Central Station is unable to locate the mobile unit, the Company is not responsible for damages. The System and the services rely on the availability of the cellular network coverage and the availability of Global Positioning System ("GPS") data to operate properly. These systems are provided by a third party and cannot be controlled by Company. There is always a chance that the System may fail to operate properly. The 911 emergency services line is an alternative to the System and the services.

17. MEDICAL OR RELATED EXPENSES: In the event the Subscriber utilizes the System by giving the Central Station a signal, the Subscriber does hereby authorize the Company to seek to notify or obtain assistance. The Subscriber shall be obligated for and agrees to pay costs and expenses incurred including, but not limited to, ambulance, physician, or other medical assistance in obtaining assistance, or cost whatsoever incurred as a result of the Subscriber's use of the System.

18. OPTION TO UPDATE MEDICAL DATA INFORMATION: At the option of the Subscriber, the Subscriber shall communicate in writing with the Central Station for the purpose of verifying medical data information on file at the Central Station and updating said information, if necessary.

19. SELF-PROTECTION/SUBSCRIBER'S DUTIES: The Subscriber understands that the unit is used to help the Subscriber protect his or her person. IT does not assure such protection. Available devices and techniques are too numerous to list but include (a) basic health precaution; and (b) adherence to physician's drug orders and recommendations.

SAVE A COPY FOR YOUR RECORDS

LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

866.447.3987
www.lifewatch-usa.com

LIFEWatch, Inc. • 266 Merrick Road, Suite 104, Lynbrook, NY 11563 • 800.716.1433

20. SYSTEM USE/SUBSCRIBER'S DUTIES: The Subscriber understands that certain laws, rules, regulations and ordinances imposed by the governmental authorities, utilities, businesses, homeowners associations, and/or other entities may affect the Subscriber's rights in relation to the installation and service of the system.

The Subscriber agrees to obtain and maintain in current status all licenses and permits or other authorizations necessary for the installation and use of the System.

21. PHYSICAL RESPONSE: The Subscriber is advised that certain areas in the country have in existence requirements that when an alarm monitoring service reports a medical alarm to a responding agency, that it must also report such alarm to an entity available twenty-four hours each day which is contractually obligated to respond to an emergency within one hour or within another designated time.

22. ASSIGNMENTS/WAIVER OF SUBROGATION RIGHTS: Subscriber shall not be permitted to assign this agreement without written consent of ALARM COMPANY. Any such assignment without prior approval shall be deemed a breach of this agreement. ALARM COMPANY shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ALARM COMPANY or ALARM COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto.

23. INDEMNITY: Subscriber agrees to and shall indemnify and hold harmless ALARM COMPANY, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by ALARM COMPANY's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

24. REMOVAL OF SYSTEM: Upon termination of this agreement ALARM COMPANY shall be permitted to discontinue all monitoring service and Subscriber shall at Subscriber's expense return, via UPS or US Postal Service, signature required, ALARM COMPANY equipment to ALARM COMPANY. If for any reason caused by Subscriber, or the owner of the premises if other than the Subscriber, said System is not delivered to ALARM COMPANY within 7 days of such termination, Subscriber shall be deemed to have purchased the equipment for the agreed value stated in this agreement.

25. LEGAL ACTION. In the event of Subscriber's default of this agreement ALARM COMPANY shall be permitted to terminate or suspend all its services under this agreement without relieving Subscriber of any obligation herein and may notify Authority Having Jurisdiction. Additionally, in the event of Subscriber's failure to return the System within 15 days of termination of this contract the System shall be deemed sold to Subscriber in as in condition for $350 for base unit, $125 for pendant, which the parties agree is the value of the System. Any action by Subscriber against ALARM COMPANY must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against ALARM COMPANY must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. If ALARM COMPANY prevails in any litigation or arbitration between the parties, Subscriber shall pay ALARM COMPANY's legal fees. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in Nassau County, New York. Any dispute between the parties or arising out of this contract, including issues of arbitrability, shall, at the option of any party, be determined by arbitration by Arbitration Services Inc., under its Commercial Arbitration Rules www.natarb.com. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service.

SUBSCRIBER AND LifeWatch WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING LifeWatch. SUBSCRIBER ACKNOWEDGES THAT SUBSCRIBER IS WAIVING RIGHT TO A JURY TRIAL VOLUNTARILY AND KNOWINGLY, AND FREE FROM DURESS OR COERCION. AND THAT SUBSCRIBER HAS A RIGHT TO CONSULT WITH A PERSON OF SUBSCRIBERS CHOOSING, INCLUDING AN ATTORNEY, BEFORE SIGNING THIS DOCUMENT. THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLANTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTITIVE PROCEEDING. SUBSCRIBER UNDERSTANDS THAT INSTEAD OF SUING OR BEING SUED IN COURT, THE PARTIES MAY HAVE THEIR DISPUTE DETERMINED BY ARBITRATION. SUBSCRIBER ACKNOWEDGES THAT THE RULES IN ARBITRATION ARE DIFFERENT. AND THAT SUBSCRIBER HAS HAD THE OPPORTUNITY TO SEEK LEGAL OR OTHER ADVICE IN REGARD TO THIS CONTRACT AND IN PARTICULAR THIS ARBITRATION PROVISION. SUBSCRIBER AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIM AND MAY NOT OTHERWISE PRESIDE OVER ANY FORUM OF A REPRESENTITIVE OR CLASS PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE BETWEEN THEM, INCLUDING BUT NOT LIMITED TO THE SCOPE OF THIS ARBITRATION CLAUSE AND ISSUES OF ARBIRABILITY, OR ANY DISPUTE RELATING TO THIS AGREEMENT OR BASED ON A FEDERAL OR STATE STATUTE (EXCEPT WHERE PROHIBETED BY LAW), MAY, AT THE OPTION OF EITHER PARTY, BE DETERMINED BY ARBITRATION SERVICES, INC. UNDER ITS CONSUMER ARBITRATION RULES, WHICH ARE AVAILABLE AT WWW.ARBITRATIONSERVICESINC.COM, BY FAX AT 516-364-3456 OR BY TELEPHONE AT 516-364-1730 THIS CONTRACT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPETATION AND ENFORCEMENT OF THIS PROVISION

26. ADDITIONAL PAYMENTS: In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to ALARM COMPANY any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon ALARM COMPANY because of this agreement. Should ALARM COMPANY be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material.

27. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fines relating to permits or false alarms. ALARM COMPANY shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by EMT, police or fire department response to emergency conditions, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or EMT this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ALARM COMPANY be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material. ALARM COMPANY shall have no liability for police, fire or EMT non-response, response, or any damage to person or property in connection with any emergency condition reported by ALARM COMPANY or its designated central station in response to a signal received from Subscriber's SYSTEM.

28. ALARM COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that ALARM COMPANY is authorized and permitted to subcontract any services to be provided by ALARM COMPANY to third parties who may be independent of ALARM COMPANY, and that ALARM COMPANY shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ALARM COMPANY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of ALARM COMPANY.

29. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: ALARM COMPANY does not represent nor warrant that the System will prevent any loss, damage or injury, or that the System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that ALARM COMPANY is not an insurer, and that Subscriber assumes all risk for loss or injury to Subscriber's property or System. ALARM COMPANY has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for ALARM COMPANY's default hereunder is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment or part of the System which is non-operational. Except for services provided pursuant to this agreement, Subscriber agrees to look to manufacturer's warranty for any equipment warranty.

30. EXCULPATORY CLAUSE: The parties agree that ALARM COMPANY is not an insurer and no insurance coverage is offered herein. Subscriber's payments to ALARM COMPANY are for the installation, rental and service of a System designed to reduce certain risks of loss, though ALARM COMPANY does not guarantee that no loss will occur. ALARM COMPANY is not assuming liability and therefore shall not be liable to Subscriber for any loss or injury sustained by Subscriber as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by ALARM COMPANY's negligent performance to any degree or failure to perform any obligation or strict products liability. Subscriber releases ALARM COMPANY from any claims for contribution, indemnity or subrogation.

31. LIMITATION OF LIABILITY: The parties agree that the System is not designed or guaranteed to prevent any loss or injury. If, notwithstanding the terms of this agreement, there should arise any liability on the part of ALARM COMPANY as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by ALARM COMPANY's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to an amount equal to six (6) times the monthly payment paid by the Subscriber to ALARM COMPANY at the time such liability is fixed, or to the sum of $250.00, whichever is greater. If Subscriber wishes to increase ALARM COMPANY's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from ALARM COMPANY a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

32. PERSONAL MEDICAL DISCLOSURE AUTHORIZATION: Any medical or other personal information provided by Subscriber to ALARM COMPANY may be disclosed by ALARM COMPANY to any EMS personnel or medical personnel requesting same.

33. CONFLICTING DOCUMENTS: Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement.

34. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except ALARM COMPANY's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

THIS AGREEMENT INCLUDES OTHER DOCUMENTS REFERRED TO IN PARAGRAPH 2. READ THEM BEFORE YOU SIGN THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES THAT THIS CONTRACT AND INCORPORATED DOCUMENTS WERE DELIVERED TO SUBSCRIBER'S ADDRESS BY US POSTAL SERVICE OR OTHER MAIL CARRIERS AND THAT NO HOME SOLICITATION WAS MADE BY LIFEWATCH. THIS CONTRACT CONTAINS AN ARBITRATION PROVISION AND OTHER PROVISIONS IN PARAGRAPH 25 THAT AFFECT YOUR LEGAL RIGHTS.

SUBSCRIBER: _____
Signature (Name must be printed below)

Print Name: _____

If someone other than Subscriber is signing this contract state relationship to Subscriber and by signing this Contract such person represents that he or she has authority to bind Subscriber to this contract.

LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

866.447.3987
www.lifewatch-usa.com

LIFEWatch Inc. • 266 Merrick Road, Suite 104, Lynbrook, NY 11563 • 800.716.1433

LIFEWATCH INC
WWW.LIFEWATCH-USA.COM

MEDICAL ALARM SYSTEM LEASE AND MONITORING SERVICE AGREEMENT

Agreement dated _____, by and between Lifewatch Inc (hereinafter referred to as "Lifewatch" or "ALARM COMPANY")

and _____(hereinafter referred to as "Subscriber", "You" or "Purchaser".) Phone: _____

The parties hereto agree that:

1. MEDICAL ALARM SYSTEM IS LEASED AND REMAINS PERSONAL PROPERTY OF ALARM COMPANY: ALARM COMPANY shall lease, instruct the Subscriber in the proper use of the Medical Alarm System (hereinafter referred to as "System" or "equipment"), provide self installation instructions for the Subscriber to self install the System at Subscriber's location including all necessary devices and equipment, for the duration of this agreement, with the understanding that the entire System is and shall always remain the sole personal property of ALARM COMPANY and shall not be considered a fixture or a part of the realty, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by ALARM COMPANY.

2. MEDICAL ALARM MONITORING SERVICES / DOCUMENTATION / COMMENCEMENT OF SERVICES: Medical Alarm Monitoring services shall commence upon LifeWatch's receipt of this Agreement signed by Subscriber. Commencement of monitoring services shall constitute LifeWatch's acceptance of this Agreement. This Agreement includes other documents which are to be signed and returned to LifeWatch by Subscriber, These documents include: LifeWatch Financial Form, LifeWatch Subscriber Information and Responder Form and Primary Response Directive. Subscriber acknowledges receiving LifeWatch's Welcome Notice, Instructions how to test and use the LifeWatch System and Installation instructions.

3. CANCELLATION: Subscriber may cancel this agreement and all services on 30 days notice to ALARM COMPANY. If Subscriber cancels this agreement pursuant to any statutory authority ALARM COMPANY will, within 10 days or within such time as such statute specifies, upon such cancellation and return of equipment refund to Subscriber any amount paid for the equipment and any advance payment for services not yet rendered. Your statutory right to cancel may vary from state to state and LifeWatch will comply with your state's requirements

4. LEASE, MONITORING, AND SERVICE CHARGES: Subscriber agrees to pay ALARM COMPANY as provided in the Lifewatch Financial Form, plus tax if any, payable in advance for the lease, monitoring, and service of the System for the term of this agreement commencing on the day Subscriber receives the System, and continuing monthly thereafter until Subscriber returns Lifewatch's system.

This contract will automatically renew every month after the initial term, unless either party gives written notice of its intent to cancel. Failure to return all equipment in satisfactory condition will result in a charge ($350 for base unit, $125 for pendant). In addition, your account will continue to be billed at the monthly monitoring fee as indicated on the Lifewatch Financial Form until our equipment is returned in good working order. TO: ALARM COMPANY at 266 Merrick Road, Suite 104 Lynbrook, NY 11563

5. TERM OF AGREEMENT/RENEWALS: The term of this agreement shall be for a period of 30 DAYS. This agreement shall renew itself month to month thereafter under the same terms and conditions, unless either party gives written notice to the other by fax, email or written correspondence of their intention not to renew the contract at least 30 days prior to the expiration of any term.

6. INCREASES OF MONTHLY CHARGE: ALARM COMPANY shall be permitted to increase the charges provided for herein at any time or times after the expiration of one year from the date hereof and Subscriber agrees to pay such increase.

7. MEDICAL ALARM SYSTEM CENTRAL OFFICE MONITORING: Upon receipt of a signal, ALARM COMPANY or its designated central office, shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department or emergency personal response service designated by Subscriber. Subscriber acknowledges that signals which are transmitted over telephone lines, internet, VOIP, or other modes of communication pass through communication networks beyond the control of ALARM COMPANY and are not maintained by ALARM COMPANY, except ALARM COMPANY may own the radio network, and therefore ALARM COMPANY shall not be responsible for any equipment failure which prevents transmission signals from reaching the central office monitoring center or damages arising as a result thereof, or for data corruption, theft or viruses to Subscriber's computers if connected to the PERS communication equipment. Subscriber agrees to furnish ALARM COMPANY with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of emergency conditions together with a list of all medication, allergies and medical conditions Subscriber wishes to be available to all PERS personnel and medical personnel. All changes and revisions shall be supplied to ALARM COMPANY in writing. Subscriber acknowledges that ALARM COMPANY provides no response to a System signal except notification to the appropriate party, and that the provisions of this agreement exculpating and limiting ALARM COMPANY's liability are fully applicable to the Medical Alarm System service. ALARM COMPANY may, without prior notice, suspend or terminate its services, in event of Subscriber's default in performance of this agreement or in event designated central office facility or communication network is nonoperational or Subscriber's system is sending excessive communication. ALARM COMPANY is authorized to record all telephone conversations and shall own such recordings.

8. SUBSCRIBER'S CARE OF EQUIPMENT: REPAIRS AND ADDITIONS: Subscriber agrees not to tamper with, remove or otherwise interfere with the System. Subscriber agrees to bear the cost of repairs or replacement to the System made necessary as a result of any damage, including damage caused by unauthorized intrusion to the premises, lightning or electrical surge, except for ordinary wear and tear, in which event repair or replacement shall be made by ALARM COMPANY without additional charge. Batteries, electrical surges, lightning damage, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense.

9. TELEPHONE SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY: Subscriber acknowledges that the MEDICAL ALARM System Transmitter plugs into a standard telephone jack and communicates over standard telephone lines using two way voice communication. The transmitter may not work with VOIP Internet connection.

10. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power and electrical outlets and receptacles, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by ALARM COMPANY or MEDICAL ALARM equipment manufacturer.

11. DELAY IN INSTALLATION: ALARM COMPANY shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, transmission failure, acts of God, or other causes, including ALARM COMPANY's negligence in the performance of this agreement, and Subscriber shall not be relieved from payments due under this agreement for such period.

12. TESTING AND SERVICE OF MEDICAL ALARM SYSTEM: The parties hereto agree that the SYSTEM, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the SYSTEM and to notify ALARM COMPANY if it is in need of repair or replacement. During the contract period and so long as Subscriber is current in payment, ALARM COMPANY shall service or replace the System if returned by the Subscriber to ALARM COMPANY at ALARM COMPANY's address. ALARM COMPANY will upon Subscriber's request arrange pick up and delivery, at Subscriber's expense by UPS or US Postal Service. If ALARM COMPANY fails to repair or replace the SYSTEM within 7 days after receipt of said written notice, Subscriber shall not be obligated to pay any amount for service from date said written notice is given, until the SYSTEM is restored to working order unless ALARM COMPANY determines that the equipment is operational and the system failure was electrical or telephone service related at Subscriber's premises, in which event Subscriber shall pay ALARM COMPANY's cost of shipping and inspection charge of $75.00 or if Alarm Company determines that the equipment was damaged by other than ordinary wear and tear, in which event Subscriber shall be charged $350 for a replacement system and $125 for a replacement pendant.

13. SUBSCRIBER TO INSURE ALARM COMPANY'S EQUIPMENT: Subscriber shall insure ALARM COMPANY's equipment against fire and casualty and Subscriber agrees to name ALARM COMPANY in said insurance policy as "loss payee" to the extent of the value of the equipment as set forth hereinabove. Subscriber shall be responsible for any loss occasioned by fire or casualty and the cost of replacing or restoring the Medical Alarm System.

14. AUDIO LISTEN IN AND FORCIBLE ENTRY: The system includes two-way voice is and meant to be heard under optimal conditions throughout most of the house. In the event that the two way audio is not clear, or the central station does not hear audio, subscriber authorizes company and central station to follow emergency response procedures. Company will notify 911 first, unless otherwise told in writing. Subscriber authorizes the Company in its sole discretion to authorize forcible entry to gain access to Subscriber's premises in the event the System emits a signal to the Central Station and the Subscriber cannot be heard throughout the unit's microphone nor does the Subscriber answer the telephone. Subscriber does hereby release the Company and Central Station from any and all liability whatsoever as a result of said forcible entry.

15. LIFEWATCH 911 UNIT: If Subscriber chooses to add an Alert 911 unit, it is understood that this product calls 911 direct and scrubscriber must be able to give their name and location to the 911 operator. There is no GPS locator. All other Terms and Conditions below apply.

16. MOBILE ALERT SYSTEM: If you have our Mobile Alert System, monitoring service will not begin and Company and the Central Station will have no obligation to notify emergency personnel or other persons identified as emergency contacts until (1) Company has received your emergency contact information and (2) you have called to activate system and sent a test signal from the system which was successfully received by the Central Station. Please note you must have adequate cellular coverage in the area where system is being used. You are responsible for testing your mobile device everywhere you go. Subscriber also understands that their physical location will be used in connection with providing the service that authorized caregivers may request your current location via our secure web portal. You hereby agree that the Company and the Central Station may provide the Responders and any other necessary third parties, as determined by us and the Central Station in our reasonable discretion, with access to your physical location. You hereby release the Company and the Central Station of any liability which may arise out of disclosure of such information to Responders and any other necessary third parties. If the Central Station is unable to locate the mobile unit, the Company is not responsible for damages. The System and the services rely on the availability of the cellular network coverage and the availability of Global Positioning System ("GPS") data to operate properly. These systems are provided by a third party and cannot be controlled by Company. There is always a chance that the System may fail to operate properly. The 911 emergency services line is an alternative to the System and the services.

17. MEDICAL OR RELATED EXPENSES: In the event the Subscriber utilizes the System by giving the Central Station a signal, the Subscriber does hereby authorize the Company to seek to notify or obtain assistance. The Subscriber shall be obligated for and agrees to pay costs and expenses incurred including, but not limited to, ambulance, physician, or other medical assistance in obtaining assistance, or cost whatsoever incurred as a result of the Subscriber's use of the System.

18. OPTION TO UPDATE MEDICAL DATA INFORMATION: At the option of the Subscriber, the Subscriber shall communicate in writing with the Central Station for the purpose of verifying medical data information on file at the Central Station and updating said information, if necessary.

19. SELF-PROTECTION/SUBSCRIBER'S DUTIES: The Subscriber understands that the unit is used to help the Subscriber protect his or her person. IT does not assure such protection. Available devices and techniques are too numerous to list but include (a) basic health precaution; and (b) adherence to physician's directions and recommendations.

LIFEWatch USA
PERSONAL CARING SERVICE SINCE 1980

866.447.3987
www.lifewatch-usa.com

LIFEWatch, Inc. • 266 Merrick Road, Suite 104, Lynbrook, NY 11563 • 800.716.1433

20. SYSTEM USE/SUBSCRIBER'S DUTIES: The Subscriber understands that certain laws, rules, regulations and ordinances imposed by the governmental authorities, utilities, businesses, homeowners associations, and/or other entities may affect the Subscriber's rights in relation to the installation and service of the system.

The Subscriber agrees to obtain and maintain in current status all licenses and permits or other authorizations necessary for the installation and use of the System.

21. PHYSICAL RESPONSE: The Subscriber is advised that certain areas in the country have in existence requirements that when an alarm monitoring service reports a medical alarm to a responding agency, that it must also report such alarm to an entity available twenty-four hours each day which is contractually obligated to respond to an emergency within one hour or within another designated time.

22. ASSIGNMENTS/WAIVER OF SUBROGATION RIGHTS: Subscriber shall not be permitted to assign this agreement without written consent of ALARM COMPANY. Any such assignment without prior approval shall be deemed a breach of this agreement. ALARM COMPANY shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against ALARM COMPANY or ALARM COMPANY's subcontractors arising out of this agreement or the relation of the parties hereto.

23. INDEMNITY: Subscriber agrees to and shall indemnify and hold harmless ALARM COMPANY, its employees, agents and subcontractors, from and against all claims, lawsuits, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by ALARM COMPANY's performance, negligent performance or failure to perform its obligations under this agreement. Parties agree that there are no third party beneficiaries of this contract.

24. REMOVAL OF SYSTEM: Upon termination of this agreement ALARM COMPANY shall be permitted to discontinue all monitoring service and Subscriber shall at Subscriber's expense return, via UPS or US Postal Service, signature required, ALARM COMPANY equipment to ALARM COMPANY. If for any reason caused by Subscriber, or the owner of the premises if other than the Subscriber, said System is not delivered to ALARM COMPANY within 7 days of such termination, Subscriber shall be deemed to have purchased the equipment for the agreed value stated in this agreement.

25. LEGAL ACTION. In the event of Subscriber's default of this agreement ALARM COMPANY shall be permitted to terminate or suspend all its services under this agreement without relieving Subscriber of any obligation herein and may notify Authority Having Jurisdiction. Additionally, in the event of Subscriber's failure to return the System within 15 days of termination of this contract the System shall be deemed sold to Subscriber in as in condition for $350 for base unit, $125 for pendant, which the parties agree is the value of the System. Any action by Subscriber against ALARM COMPANY must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against ALARM COMPANY must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ALARM COMPANY in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement. If ALARM COMPANY prevails in any litigation or arbitration between the parties, Subscriber shall pay ALARM COMPANY's legal fees. Subscriber submits to the jurisdiction and laws of New York and agrees that any litigation or arbitration between the parties must be commenced and maintained in Nassau County, New York. Any dispute between the parties or arising out of this contract, including issues of arbitrability, shall, at the option of any party, be determined by arbitration by Arbitration Services Inc., under its Commercial Arbitration Rules www.natarb.com. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service.

SUBSCRIBER AND LifeWatch WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING INVOLVING LifeWatch. SUBSCRIBER ACKNOWEDGES THAT SUBSCRIBER IS WAIVING RIGHT TO A JURY TRIAL VOLUNTARILY AND KNOWINGLY, AND FREE FROM DURESS OR COERCION. AND THAT SUBSCRIBER HAS A RIGHT TO CONSULT WITH A PERSON OF SUBSCRIBERS CHOOSING, INCLUDING AN ATTORNEY, BEFORE SIGNING THIS DOCUMENT. THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLANTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTITIVE PROCEEDING. SUBSCRIBER UNDERSTANDS THAT INSTEAD OF SUING OR BEING SUED IN COURT, THE PARTIES MAY HAVE THEIR DISPUTE DETERMINED BY ARBITRATION. SUBSCRIBER ACKNOWEDGES THAT THE RULES IN ARBITRATION ARE DIFFERENT. AND THAT SUBSCRIBER HAS HAD THE OPPORTUNITY TO SEEK LEGAL OR OTHER ADVICE IN REGARD TO THIS CONTRACT AND IN PARTICULAR THIS ARBITRATION PROVISION. SUBSCRIBER AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIM AND MAY NOT OTHERWISE PRESIDE OVER ANY FORUM OF A REPRESENTITIVE OR CLASS PROCEEDING. THE PARTIES AGREE THAT ANY DISPUTE BETWEEN THEM, INCLUDING BUT NOT LIMITED TO THE SCOPE OF THIS ARBITRATION CLAUSE AND ISSUES OF ARBIRABILITY, OR ANY DISPUTE RELATING TO THIS AGREEMENT OR BASED ON A FEDERAL OR STATE STATUTE (EXCEPT WHERE PROHIBETED BY LAW), MAY, AT THE OPTION OF EITHER PARTY, BE DETERMINED BY ARBITRATION SERVICES, INC. UNDER ITS CONSUMER ARBITRATION RULES, WHICH ARE AVAILABLE AT WWW.ARBITRATIONSERVICESINC.COM, BY FAX AT 516-364-3456 OR BY TELEPHONE AT 516-364-1730 THIS CONTRACT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPETATION AND ENFORCEMENT OF THIS PROVISION

26. ADDITIONAL PAYMENTS: In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to ALARM COMPANY any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon ALARM COMPANY because of this agreement. Should ALARM COMPANY be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material.

27. FALSE ALARMS/PERMIT FEES: Subscriber is responsible for all permits and permit fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse ALARM COMPANY for any fines relating to permits or false alarms. ALARM COMPANY shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by EMT, police or fire department response to emergency conditions, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or EMT this contract shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should ALARM COMPANY be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay ALARM COMPANY for such service or material. ALARM COMPANY shall have no liability for police, fire or EMT non-response, response, or any damage to person or property in connection with any emergency condition reported by ALARM COMPANY or its designated central station in response to a signal received from Subscriber's SYSTEM.

28. ALARM COMPANY'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that ALARM COMPANY is authorized and permitted to subcontract any services to be provided by ALARM COMPANY to third parties who may be independent of ALARM COMPANY, and that ALARM COMPANY shall not be liable for any loss, damage or injury sustained by Subscriber by reason of any other cause whatsoever caused by the negligence of third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to ALARM COMPANY's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors and central offices of ALARM COMPANY.

29. NO WARRANTIES OR REPRESENTATIONS: SUBSCRIBER'S EXCLUSIVE REMEDY: ALARM COMPANY does not represent nor warrant that the System will prevent any loss, damage or injury, or that the System will in all cases provide the protection for which it is installed or intended. Subscriber acknowledges that ALARM COMPANY is not an insurer, and that Subscriber assumes all risk for loss or injury to Subscriber's property or System. ALARM COMPANY has made no representation or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for ALARM COMPANY's default hereunder is to require ALARM COMPANY to repair or replace, at ALARM COMPANY's option, any equipment or part of the System which is non-operational. Except for services provided pursuant to this agreement, Subscriber agrees to look to manufacturer's warranty for any equipment warranty.

30. EXCULPATORY CLAUSE: The parties agree that ALARM COMPANY is not an insurer and no insurance coverage is offered herein. Subscriber's payments to ALARM COMPANY are for the installation, rental and service of a System designed to reduce certain risks of loss, though ALARM COMPANY does not guarantee that no loss will occur. ALARM COMPANY is not assuming liability and therefore shall not be liable to Subscriber for any loss or injury sustained by Subscriber as a result of any cause whatsoever, regardless of whether or not such loss or injury was caused by or contributed to by ALARM COMPANY's negligent performance to any degree or failure to perform any obligation or strict products liability. Subscriber releases ALARM COMPANY from any claims for contribution, indemnity or subrogation.

31. LIMITATION OF LIABILITY: The parties agree that the System is not designed or guaranteed to prevent any loss or injury. If, notwithstanding the terms of this agreement, there should arise any liability on the part of ALARM COMPANY as a result of any cause whatsoever, regardless of whether or not such loss, damage, or personal injury was caused by or contributed to by ALARM COMPANY's negligence to any degree or failure to perform any obligation or strict products liability, such liability will be limited to an amount equal to six (6) times the monthly payment paid by the Subscriber to ALARM COMPANY at the time such liability is fixed, or to the sum of $250.00, whichever is greater. If Subscriber wishes to increase ALARM COMPANY's maximum amount of such limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement, obtain from ALARM COMPANY a higher limit by paying an additional amount consonant with the increase of liability. This shall not be construed as insurance coverage.

32. PERSONAL MEDICAL DISCLOSURE AUTHORIZATION: Any medical or other personal information provided by Subscriber to ALARM COMPANY may be disclosed by ALARM COMPANY to any EMS personnel or medical personnel requesting same.

33. CONFLICTING DOCUMENTS: Should there arise any conflict between this agreement and Subscriber's purchase order or other document, this agreement will govern, whether such purchase order or document is prior to or subsequent to this agreement.

34. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except ALARM COMPANY's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

THIS AGREEMENT INCLUDES OTHER DOCUMENTS REFERRED TO IN PARAGRAPH 2. READ THEM BEFORE YOU SIGN THIS CONTRACT. SUBSCRIBER ACKNOWLEDGES THAT THIS CONTRACT AND INCORPORATED DOCUMENTS WERE DELIVERED TO SUBSCRIBER'S ADDRESS BY US POSTAL SERVICE OR OTHER MAIL CARRIERS AND THAT NO HOME SOLICITATION WAS MADE BY LIFEWATCH. THIS CONTRACT CONTAINS AN ARBITRATION PROVISION AND OTHER PROVISIONS IN PARAGRAPH 25 THAT AFFECT YOUR LEGAL RIGHTS.

SUBSCRIBER: _____
Signature (Name must be printed below)

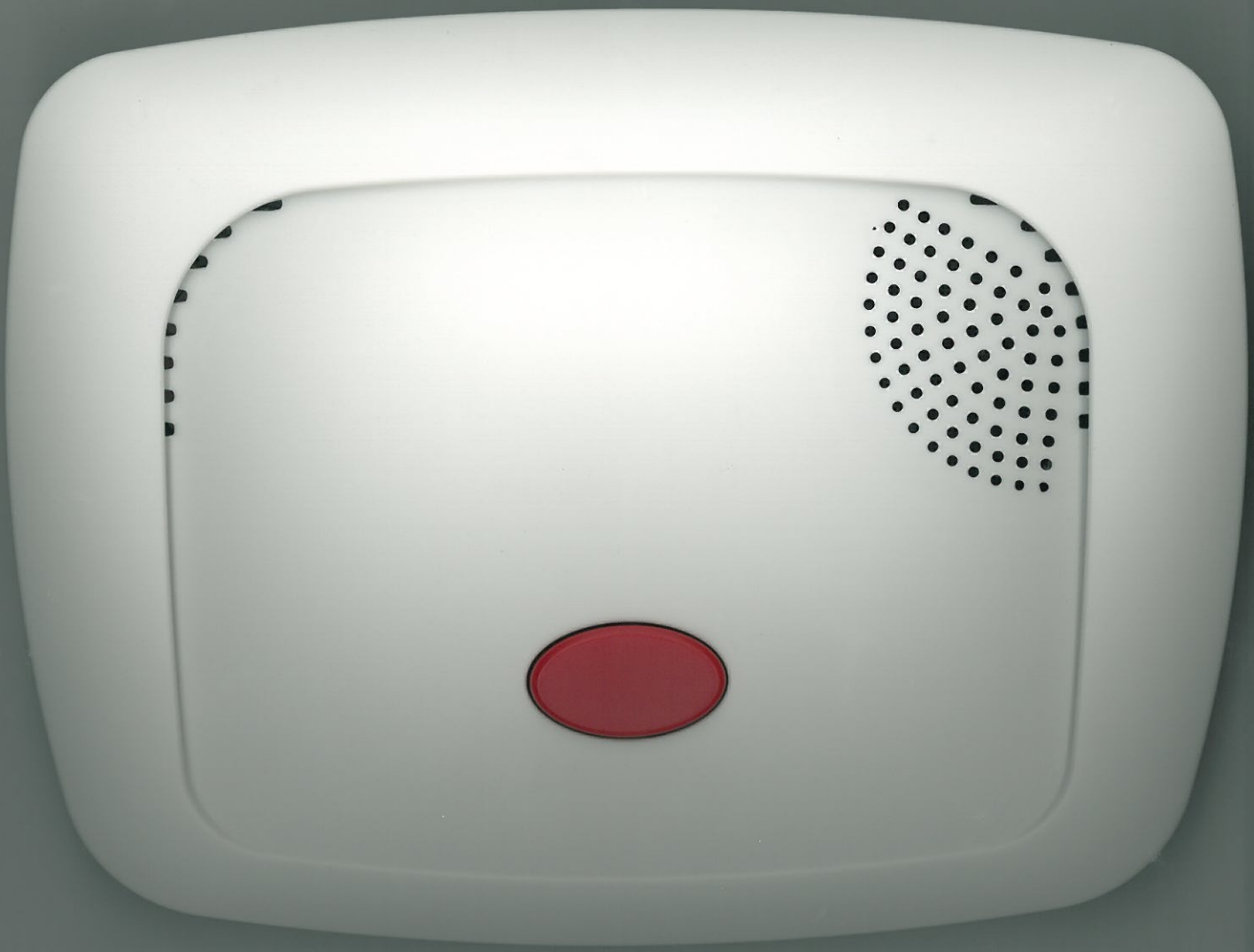
Print Name: _____

If someone other than Subscriber is signing this contract state relationship to Subscriber and by signing this Contract such person represents that he or she has authority to bind Subscriber to this contract.

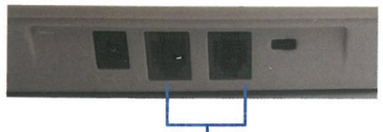





EZCare-RRLW
X90-0477
Property Of
LIFE WatchUSA
PERSONAL CARING SERVICE SINCE 1980
Return To
266 Merrick Road, Suite 104
Lynbrook, NY 11563
1-800-716-1433



1. Connect phone cord to either phone port in the back of the unit. Connect other end of cord to the wall. This will also supply power to the unit.



2.Press and hold the red SOS button to make a test call.



Get help in three easy steps



Hang up:

1.The other side hang up the call, the EZ Care will hang up automatically.OR

2.Press and hold SOS button on the EZ Care for 3 seconds to hang up the call or cancel dialing.

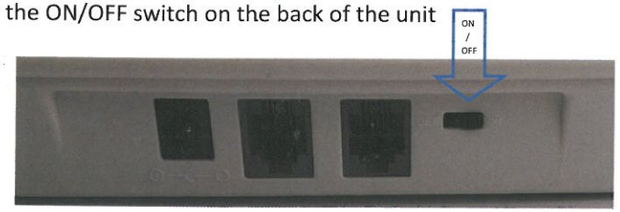
Other functions:

1.Line Fault Detection: Turn on the switch at device's back then device will make an automatically silence call to check phone line status each day.

2.When help button battery is low, it can dial an low battery alert call to remind emergency center (optional)

OTHER OPTIONS-

Please note the ON/OFF switch on the back of the unit



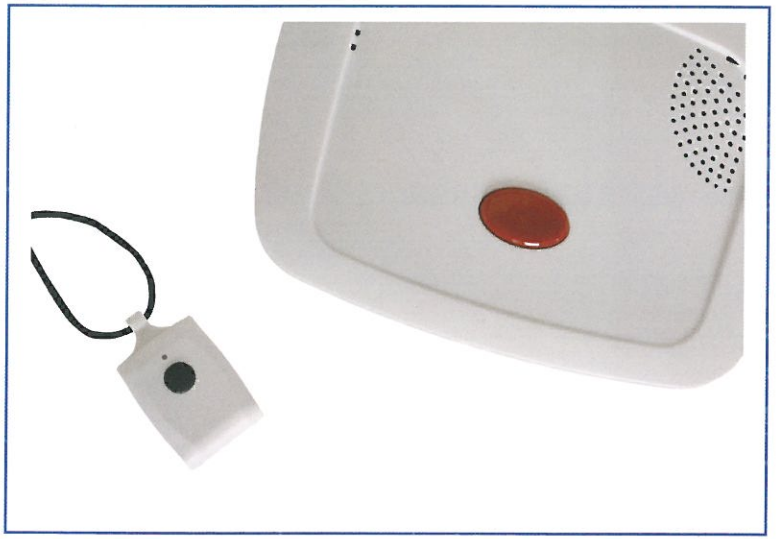
Option One: Switch in the ON position

When the switch on the back is in the ON position, the red SOS button on the top of the unit is pressed, an SOS Alert will be initiated and help will come on the line.

Option Two: Switch in the OFF position

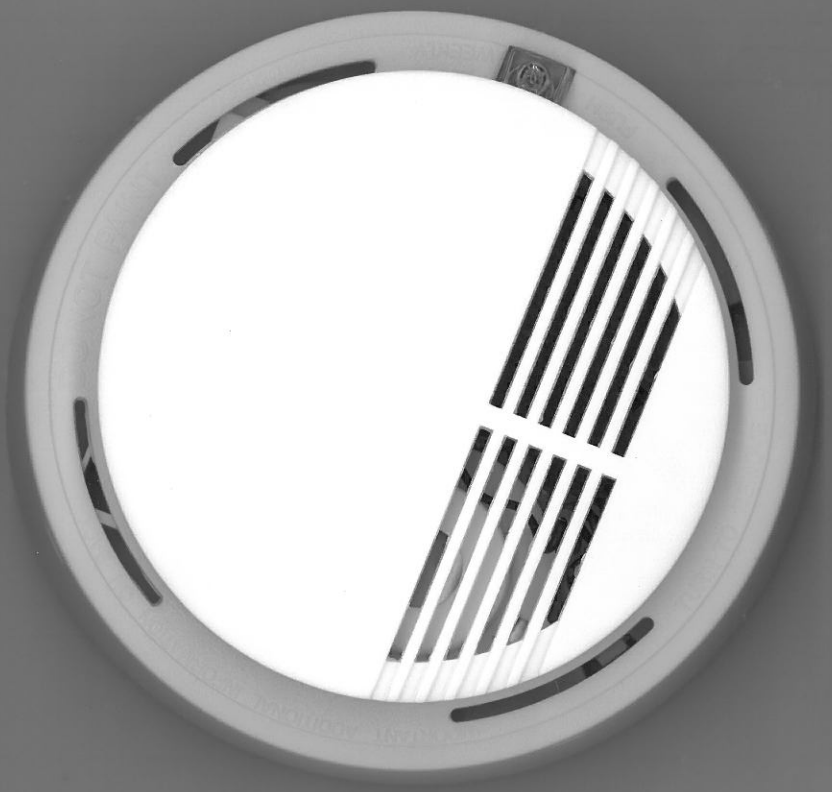
When the switch on the back is in the OFF position, the red button on the top of the unit is then registered as a check in button. This option is for the user to press the button by a designated time of day to initiate a "check in" to the central station. If button is not pressed by the designated time, the central station will then attempt to call the user and ensure they are safe.

USER'S GUIDE



The EZ Care™

LIFEWatch USA
PERSONAL CARING SERVICE SINCE 1980
PLEASE ACTIVATE AND RETURN THE
LIFEWATCH FORMS IMMEDIATELY
TO ENSURE CONTINUED SERVICE
1.800.716.1433



800.716.1433 | info@MedicalAlarmCustomerService.com

Please fax this form to: 866.339.9120 or mail to: Medical Alarm Systems • 266 Merrick Road, Suite 104, Lynbrook, NY 11563

Thank you for referring your friends and using Medical Alarm Systems.

FRIEND #10
Name:
Phone#:

FRIEND #9
Name:
Phone#:

FRIEND #8
Name:
Phone#:

FRIEND #7
Name:
Phone#:

FRIEND #6
Name:
Phone#:

FRIEND #5
Name:
Phone#:

FRIEND #4
Name:
Phone#:

FRIEND #3
Name:
Phone#:

FRIEND #2
Name:
Phone#:

FRIEND #1
Name:
Phone#:

Your Name:
Unit ID#:

There's no limit on referrals, which means you could potentially receive Medical Alarm Systems at no cost to you!

Be a friend and refer them! For each friend that signs up for our service we will credit you two FREE months of service with Medical Alarm Systems.

Happy with your Medical Alarm system? Have a friend that would benefit from our service too?

"FRIEND TO FRIEND" PROGRAM

GET 2 FREE MONTHS!!!

Medical Alarm Systems

800.716.1433

Attachment E

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	10/15/2014	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
10/15/2014

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number	Description			Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********							
09/18/2014	09/22/2014	7393	24707804264980168128051	1 LIFEWATCH USA 658002833	800-716-1433	NY	$49.90
**********TOTAL AMOUNT OF MEMO ITEM(S):							**$49.90**

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	11/15/2014	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
11/15/2014

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:		Account Number	[redacted]
Accounting Code/Cost Center			
Billing Office Id:		Agency/Org Id:	
Discretionary Code:		Tax Exempt#:	
Single Purchase Limit:	$0.00	Cycle Purchase Limit:	$0.00

Sale Date	Post Date	MCC Code	Reference Number	Description			Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********							
[redacted]							
11/03/2014	11/05/2014	7393	24136004308701455714056	3 MEDICAL ALARMS	800-716-1433	NY	$34.95
11/03/2014	11/05/2014	7393	24136004308701455714064	4 MEDICAL ALARMS	800-716-1433	NY	$14.95
**********TOTAL AMOUNT OF MEMO ITEM(S):							[redacted]

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	12/15/2014	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
12/15/2014

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********								
12/03/2014	12/04/2014	7393	24559304337900012328189	1	LIFEWATCH USA	516-4100008	NY	$34.95
12/03/2014	12/04/2014	7393	24559304337900012328197	2	LIFEWATCH USA	516-4100008	NY	$14.95
**********TOTAL AMOUNT OF MEMO ITEM(S):								**$49.90**

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	01/15/2015	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
01/15/2015

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********								
01/03/2015	01/05/2015	7393	24559305004900015369767	1	LIFEWATCH USA	516-4100008	NY	$34.95
01/03/2015	01/05/2015	7393	24559305004900015369775	2	LIFEWATCH USA	516-4100008	NY	$14.95
**********TOTAL AMOUNT OF MEMO ITEM(S):								**$49.90**

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Your total finance charge paid for 2014 was $0.00.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	02/15/2015	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
02/15/2015

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********								
[redacted]								
02/03/2015	02/05/2015	7393	24559305035900018207025	7	LIFEWATCH USA	516-4100008	NY	$34.95
02/03/2015	02/05/2015	7393	24559305035900018207033	8	LIFEWATCH USA	516-4100008	NY	$14.95
[redacted]								
**********TOTAL AMOUNT OF MEMO ITEM(S):								**$123.55**

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	03/15/2015	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
03/15/2015

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
**********					**NOTICE MEMO ITEM(S) LISTED BELOW**			**********
[redacted]								
03/03/2015	03/05/2015	7393	24559305063900011040782	3	LIFEWATCH USA	516-4100008	NY	$34.95
03/03/2015	03/05/2015	7393	24559305063900011040790	4	LIFEWATCH USA	516-4100008	NY	$14.95
[redacted]								
**********					**TOTAL AMOUNT OF MEMO ITEM(S):**			[redacted]

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Your total finance charge paid for 2014 was $0.00.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	04/15/2015	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	[redacted]

Invoice Date
04/15/2015

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Discretionary Code:
Agency/Org Id:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
********** NOTICE MEMO ITEM(S) LISTED BELOW **********								
[redacted]								
04/03/2015	04/06/2015	7393	24559305093900013872657	5	LIFEWATCH USA	516-4100008	NY	$34.95
04/03/2015	04/06/2015	7393	24559305093900013872665	6	LIFEWATCH USA	516-4100008	NY	$14.95
[redacted]								
********** TOTAL AMOUNT OF MEMO ITEM(S): [redacted]								

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	05/15/2015	Not an Invoice. For your records.

J[redacted] G[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
05/15/2015

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number	Description			Total Amount
**********				**NOTICE MEMO ITEM(S) LISTED BELOW**			**********
[redacted]							
05/03/2015	05/05/2015	7393	24136005124701449087626	3 MED GUARD ALERT INC	860-262-4000	CT	$34.95
05/03/2015	05/05/2015	7393	24136005124701449088319	4 MED GUARD ALERT INC	860-262-4000	CT	$14.95
**********				**TOTAL AMOUNT OF MEMO ITEM(S):**			[redacted]

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	06/15/2015	Not an Invoice. For your records.

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
06/15/2015

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number		Description			Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********								
06/03/2015	06/05/2015	7393	24136005155701449085861	1	MED GUARD ALERT INC	860-262-4000	CT	$34.95
06/03/2015	06/05/2015	7393	24136005155701449087693	2	MED GUARD ALERT INC	860-262-4000	CT	$14.95
[redacted]								
**********TOTAL AMOUNT OF MEMO ITEM(S):								[redacted]

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

Attachment F

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO: [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 17, 2014

TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 16

TELEPHONE CONVERSATION WITH MICHAEL

SENIOR LIFE SUPPORT ASSISTANCE CALL NO. 1

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Michael	4

FEDERAL TRADE COMMISSION

In the Matter of:)

[redacted]) Matter No. [redacted]

)

---)

September 17, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

P R O C E E D I N G S

- - - - -

TELEPHONE CONVERSATION WITH MICHAEL

(Ad while on hold:)

RECORDING: -- a single press of a button 24 hours a day. For your health, safety and peace of mind, get your free medical alert system if you act now by pressing 1. Press 5 to be removed, but to be protected 24 hours per day, seven days per week, press 1 now.

(Beep.)

(Music playing.)

MICHAEL: Hi, this is Michael, my agent number is 175, and may I ask who I'm speaking with?

MR. TYNDALL: This is I[redacted].

MICHAEL: Hello, for responding to our Senior Life Support Assistance Program, you were selected to receive a medical alert system at no cost worth over $400. Are you familiar with the medical alert system on TV?

MR. TYNDALL: Somewhat, I think.

MICHAEL: Okay, great. Well, it's the same system on TV, it works very simple. If you have any emergency, such as fire, burglary or maybe a fall that you have difficulty getting up from, simply push the button on the waterproof necklace or the bracelet and you talk to a live emergency medical technician.

Now, sir, have you had any falls or medical illnesses in the last year?

MR. TYNDALL: I have.

MICHAEL: Let me ask you a question, sir, and how are you recovering from those?

MR. TYNDALL: I'm doing all right. I have a caregiver.

MICHAEL: Okay, well thank the good Lord for that. And do you live alone?

MR. TYNDALL: I do.

MICHAEL: Okay, well then you might want to look into this, sir. Basically this -- the alert button works anywhere in your home, it also works outside. Basically this device will give you the peace of mind that you need, allow to you feel safe and make sure you never feel alone again in case of any emergency. It can really help you in a time of need. I mean, it can even save your life.

Now, the medical alert package comes with the base station, you get the loud speaker and the very sensitive microphones. You get a waterproof base and a necklace button, free shipping, free activation. Last but not least, we give you $3,000 in grocery discount coupons. Those are national certificates that work in any supermarket.

Now, sir, the system is at no cost, we ship it to you at no cost. The only thing that you would be responsible for is the emergency medical monitoring, which is only $29.95 a month.

There's absolutely no contracts and no cancellation fees. Sir, this is basically month to month. You pay for as long as you want to have it and you can cancel at any time.

Now, we know seniors have a fixed income, you know, we know it's hard on you guys, that's why every month that you do keep the service, we actually reimburse the money back to you with a $50 gift card from restaurants.com. So, as long as you keep it, we put a $50 card right after your payment in your mailbox. You could go eat, you know, you could share with friends and family, that's basically our way of making the system more affordable to you without affecting your budget or changing your lifestyle.

Now, sir, what address do you want to have the system shipped to?

MR. TYNDALL: I live at [redacted] --

MICHAEL: And remember, sir, remember, the only thing that you're doing today is agreeing to try this out for a month and see if it's something that you want. All you have to pay is just the first month, the $29.95, we'll have it in the air tomorrow, you'll get it in seven days. As soon as you get it, just plug it up, press the button. That will activate the system and that will set up your 30 days.

Now, sir, if for whatever reason you feel that this is not what you thought it was after the 30 days, just give us a call, there's no penalties, and you can go ahead and keep the

$3,000 in grocery certificates and the $50 card just for trying it out. Is that fair enough?

MR. TYNDALL: Yeah, that's fair.

MICHAEL: Okay, well, let's go ahead and get you registered, sir. Now, what's the address you want to have it sent to?

MR. TYNDALL: [redacted]--

MICHAEL: Okay.

MR. TYNDALL: -- [redacted]

MICHAEL: Okay.

MR. TYNDALL: [redacted]

MICHAEL: [redacted] right?

MR. TYNDALL: Yeah.

MICHAEL: Okay. And the city and state?

MR. TYNDALL: [redacted]

MICHAEL: [redacted]?

MR. TYNDALL: Yeah.

MICHAEL: Okay, in [redacted]?

MR. TYNDALL: Yeah.

MICHAEL: Okay, and the zip code?

MR. TYNDALL: [redacted]. Are you calling from --

MICHAEL: Now, what's your first -- yes, we're calling from California, sir. We have offices all over the United States, though, but our main UL is in New York, that's where we monitor the whole United States from, just so you know.

MR. TYNDALL: Okay.

MICHAEL: Okay? Now, can I have your first and last name?

MR. TYNDALL: First name is L[redacted] --

MICHAEL: Can you spell that?

MR. TYNDALL: Sure. [redacted]

MICHAEL: Okay. L[redacted] Last name?

MR. TYNDALL: [redacted] --

MICHAEL: Is that [redacted]? Okay.

MR. TYNDALL: --[redacted]

MICHAEL: [redacted] perfect. Okay, now, give me one second, let me just go ahead and verify this address online, okay?

MR. TYNDALL: Okay.

MICHAEL: Thank you. Now, sir, let me ask you a question, how did you want to wear this, did you want the necklace or the bracelet?

MR. TYNDALL: I don't know. What would you recommend?

MICHAEL: I mean, it's up -- the bracelet, I think the bracelet, but they're both the same, they're waterproof, don't take them off in the shower, I mean, that's where a lot of accidents happen, but it's up to you, we can always swap them out after with customer service for free. So, whichever one you want to try out.

MR. TYNDALL: Okay. So, if I get the bracelet, and I

decide on the necklace, that's free, just to swap it out?

MICHAEL: Yeah, yeah, we'll swap it out. We're going to give you a customer service number and an order number at the end of the call, so yeah, you could swap it out whenever you want. Just like if you want to start off with the necklace, you could get the bracelet later, but I'm going to go ahead and put the bracelet for you, okay?

MR. TYNDALL: Okay.

MICHAEL: Okay, now, give me one second. Let me go ahead and repeat all this to you, sir. I have [redacted], [redacted], I have [redacted] I have your home phone as [redacted] We're going to go ahead and provide you with the waterproof bracelet, it works indoors and outdoors, also.

Now, when you get the box, the base is going to be on the top, that's what you have to plug up, and the bracelet is going to be under it, just press the button, that will activate it. That will initiate the EMT and they will set up exactly who it is you want to notify, God forbid anything happens. That's also going to start your 30 days.

Now, at the bottom of the box, you're going to get a big booklet, that's the $3,000 in grocery certificates. Those are national, all major supermarkets will honor them. And you're going to get the first $50 gift card with the equipment.

Now, remember, sir, every month that you keep it, you

will get, right after your payment in your mailbox, the $50 card. That comes -- if you stay with us for 12 months, you're going to get 12 cards, that's $600 in cards, just so you know.

Now, L[redacted], the only thing we need to set up is some type of payment method just for the first month. We have merchant accounts with Visa, MasterCard, American Express or Discover, which one do you want to use, and grab a pen and a paper so we can give you your order number and a 1-800 number right after.

MR. TYNDALL: Okay. I have a -- I have a [redacted] card.

MICHAEL: That's fine, just go ahead and grab it, let me know whenever you're ready.

MR. TYNDALL: Okay, I have it.

MICHAEL: Okay. It should start with a 4. All I need is the 16 digits and the expiration, that's it.

MR. TYNDALL: Okay. And what's the name of your company?

MICHAEL: Senior Life Support, sir. Please understand that Senior Life Support has been in business for over 35 years. We have commercials running every day, we have thousands and thousands of satisfied customers. Our main goal is to continue keeping seniors safe and healthy in their own homes as well as providing quality service to every new customer like yourself as though you've been with us for years. We would not have earned an excellent reputation if we did not

deliver and fulfill 100 percent how I'm saying on this recorded call. This call is recorded for quality assurance purposes, as well as for your safety, sir. You will get an audio receipt with this, also, with the box. Okay?

MR. TYNDALL: Okay. It's just that my caregiver told me to make sure I know who I'm talking to on the phone.

MICHAEL: I completely understand, sir, you want to protect your account information. Please understand, you can cancel this whenever you want, and have you ever heard of the Consumer Credit Protection Act?

MR. TYNDALL: No.

MICHAEL: Okay. Do you remember when you got your little debit card that it had a little plastic on it that you had to peel off?

MR. TYNDALL: Yeah.

MICHAEL: Okay, that's the protection act. That's the protection act. Sir, to sum it up, anyone that uses a credit card or a debit card over the phone or the Internet is not liable for anything unless they receive exactly what was promised to them. So, there's absolutely no risk to you, sir. If we don't send you this system for $29.95 with grocery vouchers and the $50 card every month that you keep it, you don't have to pay. Sir, if we charge you one cent over $29.95, all you have to do is call the back of your card, sir, and by law the bank has to put that money back into your account

because you didn't authorize it.

So, you don't have to worry, sir, everything is going to be okay, we're in the business of protecting seniors, let's get you signed up, let's keep you safe. We've been doing this for over 35 years. You're never going to have to feel alone again, in case of any emergency, we're going to be there by your side at the simple push of a button, sir, I promise you you have nothing to worry about.

MR. TYNDALL: Okay.

MICHAEL: Okay?

MR. TYNDALL: I just have been scammed before and --

MICHAEL: I know.

MR. TYNDALL: Do you have --

MICHAEL: I know, I completely understand, sir, but we're going to give you an order number, sir, right after this I'm going to give you your order number and the 1-800 number. If you want, you can cancel tomorrow. I told you, there's no obligation, there's no contracts.

MR. TYNDALL: Okay. And if I want to --

MICHAEL: So don't worry, everything -- yeah?

MR. TYNDALL: If I want to cancel, can --

MICHAEL: All you have to do is call the number, that's it.

MR. TYNDALL: And do I have to -- can I get -- because I don't have very much money, do I get my $29 back?

MICHAEL: Well, sir, for the first month, you won't get the $29 back, what you will keep is the $3,000 in grocery certificates, and you will keep the $50 card, but if you really look at it, sir, you're getting more than the $29.95 back, because you're getting -- you're going to save hundreds with those grocery vouchers. Sir, those are national vouchers. You can go to any supermarket and buy cat food, dog food, paper towels, toilet paper, whatever you want with that. And not to mention that you're getting the $50 card, also.

But I guarantee you, sir, that you're going to keep this. Our return rate is only four percent. Ninety-six percent of seniors keep this. Because we don't give you any contracts. I mean, you never want to be tied up to anything, right?

MR. TYNDALL: No.

MICHAEL: Exactly. Remember, sir, all you're doing today is just giving it a try for a month. That's it.

MR. TYNDALL: Okay.

MICHAEL: That's all you're doing, okay? Let's go ahead and finish the registration so we can go ahead and verify the card and give you your numbers. Now, the card does start with a 4, right?

MR. TYNDALL: Yes.

MICHAEL: Just go ahead and read them four by four to me.

MR. TYNDALL: And do you -- because my caregiver is coming this afternoon, and she told me to talk to her before I give out my credit card information.

MICHAEL: Sir, sir, I completely -- sir, we're here to protect you, sir, we're not here to damage you. I'm going to give you a 1-800 number, and if your caregiver does not like this, just give her the number and tell her to call and cancel. That's it.

MR. TYNDALL: Okay. What's the toll-free number?

MICHAEL: Yeah, you can just -- okay, well, I'm going to transfer you to verification right now and they're the ones that are going to give it to you.

MR. TYNDALL: Okay.

MICHAEL: Okay, sir, we need to have the credit card number down so we can get you your order number.

MR. TYNDALL: Okay. But my --

MICHAEL: Okay, go ahead.

MR. TYNDALL: But my caregiver told me not to give out my credit card number. And I'm getting scared.

MICHAEL: Sir, sir, like I said, sir, I can appreciate your concerns about protecting your account information, please remember, you can cancel at any time with no questions asked.

MR. TYNDALL: Okay. What's the name of your company?

MICHAEL: Sir, is that a nurse, is it a caregiver, is it a nurse?

MR. TYNDALL: Yeah.

(The call was concluded.)

MR. TYNDALL: That was a telephone call from area code 570-983-3796. I received the call at approximately 4:22 p.m. on September 17th, 2014. The caller hung up the phone and the call was disconnected.

My name is Reeve Tyndall, I'm an investigator with the Federal Trade Commission. This concludes this recording.

(The recording was concluded.)

CERTIFICATION OF TYPIST

DOCKET/FILE NUMBER: [redacted]

CASE TITLE: [redacted]

DATE: SEPTEMBER 17, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: 9/23/14

SALLY JO QUADE

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.

ELIZABETH M. FARRELL

Attachment G

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO: [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 17, 2014

TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 17

TELEPHONE CONVERSATION WITH MATTHEW AND KAYLA

SENIOR LIFE SUPPORT ASSISTANCE CALL NO. 2

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Matthew/Kayla	4

FEDERAL TRADE COMMISSION

In the Matter of:)

[redacted]) Matter No. [redacted]

)

----------)

September 17, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

P R O C E E D I N G S

- - - - -

TELEPHONE CONVERSATION WITH MATTHEW/KAYLA

(Ad playing while on hold.)

RECORDING: -- victim lying helplessly on the floor. Get a free medical alert system and help can be reached with the single press of a button 24 hours a day. For your health, safety and peace of mind, get your free medical alert system, if you act now, by pressing 1. Press 5 to be removed, but to be protected 24 hours per day, seven days per week, press 1 now.

(Beep.)

RECORDING: You are currently caller number nine waiting to speak with a representative. Thank you for your patience.

(Music playing.)

RECORDING: You are currently caller number five waiting to speak with a representative. Thank you for your patience.

(Music playing.)

RECORDING: You are currently caller number four waiting to speak with a representative. Thank you for your patience.

(Music playing.)

RECORDING: You are currently caller number

three waiting to speak with a representative. Thank you for your patience.

(Music playing.)

RECORDING: You are currently caller number two waiting to speak with a representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative.

Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

RECORDING: Your call is now first in line and will be answered by the next available representative. Thank you for your patience.

(Music playing.)

MATTHEW: Hello?

MR. TYNDALL: Hello?

MATTHEW: Good afternoon, my name is Matthew, we're giving you a call because we're going to be sending you your medical alert system, okay?

MR. TYNDALL: Okay.

MATTHEW: Now, do you want to wear this around your neck or around your wrist?

MR. TYNDALL: I think around -- I don't know. Where should I --

MATTHEW: Okay, sir, do you have -- whichever

one is more comfortable for you, sir, the neck or the wrist.

MR. TYNDALL: I don't know. What would you recommend?

MATTHEW: Well, since you're a gentleman, I recommend the one for the wrist, since it goes on like a wrist watch.

MR. TYNDALL: Okay. I'll do that.

MATTHEW: Now, it's 100 percent waterproof, so when you shower, don't take it off, okay?

MR. TYNDALL: Okay. Okay.

MATTHEW: Now, sir, do you still have your Visa or MasterCard with you or do you need to go grab it while I hold?

MR. TYNDALL: Well, I need to get it. What company are you calling from?

MATTHEW: Senior Life Support. After speaking to me, sir, you're going to speak to my manager. She's the one who's going to give you the 1-800 number, the confirmation number and your customer service order number. She's going to verify the call. All I'm doing is just taking down your information, okay?

MR. TYNDALL: Okay. Okay.

MATTHEW: Okay, sir, so which card do you have?

MR. TYNDALL: I have a -- I have a [redacted].

MATTHEW: A [redacted]? Okay, go ahead and grab that card, and a paper and a pencil, and tell me when you have it in front of you.

MR. TYNDALL: Okay. I have it.

MATTHEW: Okay, take it -- okay, now is that a Visa or a MasterCard?

MR. TYNDALL: It's a [redacted] card.

MATTHEW: Now can I have the expiration date on that card, sir?

MR. TYNDALL: Yes. It's [redacted] --

MATTHEW: Yeah, on the bottom, [redacted], which is [redacted] of what?

MR. TYNDALL: Of [redacted].

MATTHEW: Of what -- [redacted]?

MR. TYNDALL: [redacted]

MATTHEW: [redacted] Now, can I have the first number on your Visa starts with a 4, can I have the next three numbers?

MR. TYNDALL: Sure, it's [redacted] --

MATTHEW: Hold on one second, sir, hang on, hang on, don't hang up.

(Call placed on hold.)

MATTHEW: Hello?

MR. TYNDALL: Yeah?

MATTHEW: You said [redacted] and then --

MR. TYNDALL: [redacted]

MATTHEW: Okay.

MR. TYNDALL: [redacted]

MATTHEW: And the last four?

MR. TYNDALL: [redacted]

MATTHEW: Okay. Hang on. Don't hang up, sir.

(Call placed on hold.)

MATTHEW: I'm sorry about that, sir, my pen was running out of ink when I was writing down your number. So, the last number was [redacted] you said?

MR. TYNDALL: Yes.

MATTHEW: Now, can I have your first name?

MR. TYNDALL: First name is J[redacted].

MATTHEW: J[redacted]?

MR. TYNDALL: Yeah.

MATTHEW: How do you spell that, [redacted]?

MR. TYNDALL: Yes.

MATTHEW: [redacted] you mean?

MR. TYNDALL: No, [redacted]

MATTHEW: Okay, and your last name?

MR. TYNDALL: [redacted]

MATTHEW: [redacted] is that Hispanic?

MR. TYNDALL: Well, my great-grandfather was from Spain. I'm not from Spain.

MATTHEW: Okay, that explains your accent. Now

can I have your physical address, J[redacted]?

MR. TYNDALL: Yes. It's [redacted]

MATTHEW: Is that an apartment or a house?

MR. TYNDALL: That's an apartment.

MATTHEW: Apartment what?

MR. TYNDALL: [redacted]

MATTHEW: [redacted] And the city?

MR. TYNDALL: [redacted]

MATTHEW: [redacted]

MR. TYNDALL: Yes.

MATTHEW: [redacted] And the state?

MR. TYNDALL: [redacted]

MATTHEW: [redacted] And your zip code, Mr. [redacted]?

MR. TYNDALL: Is [redacted]

MATTHEW: Okay, now, what's going to happen right now, sir -- [redacted] correct?

MR. TYNDALL: Yes.

MATTHEW: Now, you said you wanted the one for the neck or the one for the wrist?

MR. TYNDALL: I think the one for the wrist.

MATTHEW: Okay, great choice, sir, remember, it's waterproof, so don't take it off when you shower, okay?

MR. TYNDALL: Okay. Is it free?

MATTHEW: No, it's --

MR. TYNDALL: How much is it?

MATTHEW: No, you're paying $29 today for the first month to try it out for 30 days. If you don't like it after these 30 days, send it back to us and we'll give you back your money, sir.

MR. TYNDALL: Oh, okay.

MATTHEW: Okay?

MR. TYNDALL: So, if I don't like it, I will get my money back?

MATTHEW: Yeah, you can always send it back to us, of course.

MR. TYNDALL: Do I have to pay to send it back?

MATTHEW: Excuse me? No, no, there's no shipping fee back. We don't cost to ship it back.

MR. TYNDALL: Okay.

MATTHEW: Your address was [redacted], you said [redacted]?

MR. TYNDALL: No, [redacted].

MATTHEW: Oh, [redacted]

MR. TYNDALL: [redacted]

MATTHEW: Okay, hang on one second, my manager can get on the phone and verify the call. Don't hang

up, okay?

MR. TYNDALL: Okay.

MATTHEW: Hang on one sec.

(Call placed on hold.)

KAYLA: Hello?

MR. TYNDALL: Hello?

KAYLA: Hello?

MR. TYNDALL: Yes?

KAYLA: Hi, is this J[redacted]?

MR. TYNDALL: Yeah, this is J[redacted].

KAYLA: Hi, J[redacted], my name's Kayla.

MR. TYNDALL: Okay.

KAYLA: Okay, I'm one of the four managers here with Senior Life Support, I'm just going to go over the order with you.

MR. TYNDALL: Okay.

KAYLA: Okay, we have your first name here as J[redacted], it's spelled [redacted] correct?

MR. TYNDALL: Yes.

KAYLA: Okay. We have your last name spelled here as S[redacted], correct?

MR. TYNDALL: Yes.

KAYLA: Okay, and I have your mailing address as [redacted], that's in [redacted] and is that [redacted]?

MR. TYNDALL: No, [redacted]

KAYLA: Oh, okay, because he had [redacted], but that doesn't make sense. Okay. [redacted], correct?

MR. TYNDALL: Yes.

KAYLA: Okay.

MR. TYNDALL: What's your name?

KAYLA: Okay. My name's Kayla.

MR. TYNDALL: Okay. What company are you with?

KAYLA: It's called Senior Life Support.

MR. TYNDALL: Oh, okay, and why are you contacting me?

KAYLA: What do you mean? Didn't you go over everything with the representative?

MR. TYNDALL: I think so, it was something about a medical alert bracelet.

KAYLA: Right.

MR. TYNDALL: Okay.

KAYLA: And I have your phone number as [redacted]. Is this a land line number?

MR. TYNDALL: Yes.

KAYLA: Okay. Now, it looks like you're using a [redacted] card for the payment method. Do you have that card in hand?

MR. TYNDALL: I do.

KAYLA: Okay. If you can please read me back the credit card number so I can make sure we have it down correctly.

MR. TYNDALL: Okay. It's [redacted]

KAYLA: Um-hmm.

MR. TYNDALL: [redacted]

KAYLA: Um-hmm.

MR. TYNDALL: [redacted]

KAYLA: Okay. And the expiration date?

MR. TYNDALL: Is [redacted]

KAYLA: Okay. All right. No problem. And is your billing address the same as the shipping address?

MR. TYNDALL: Yes.

KAYLA: Okay. Okay, and your first month of service it will be billed today at only $29.95 to the credit card you just provided, okay?

MR. TYNDALL: Okay. Do you -- do you have --

KAYLA: Okay.

MR. TYNDALL: Do you have any -- any like a toll-free number or something in case I have questions?

KAYLA: Yes, of course.

MR. TYNDALL: Okay.

KAYLA: Of course, of course. The verification department -- we're going to go ahead and process this for you, the verification department, they're going to

call you back within 15 to 30 minutes from a 1-800 number or a 1-888 number. At this time do you have any more questions for me?

MR. TYNDALL: Well, could I -- could I have them call me, because I'm using minutes on this phone.

KAYLA: Yeah, they're going to call you right back, just stay right next to the phone and they're going to give you the confirmation number and our customer service number, okay? They're going to call you back in just --

MR. TYNDALL: Could I have them call me at another number, because my --

KAYLA: Okay, what's the --

MR. TYNDALL: I'm going to get charged by the minute on this phone.

KAYLA: Oh, okay, okay. What's the other number?

MR. TYNDALL: The other number, my land line is [redacted]--

KAYLA: Um-hmm.

MR. TYNDALL: [redacted]

KAYLA: Um-hmm.

MR. TYNDALL: [redacted]

KAYLA: Okay, that's your land line, okay.

MR. TYNDALL: Yes. Do you have that?

KAYLA: So, stay next to that phone --

MR. TYNDALL: Do you have that?

KAYLA: Stay next -- yeah, I've got it, I've got it all written down. They're going to call you back in about a half hour, so just stay next to the phone and look for a 1-800 number or a 1-888 number, and they're going to give you the confirmation number, okay?

MR. TYNDALL: Okay.

KAYLA: And we'll call you back at the land line number.

MR. TYNDALL: Okay. Thank you.

KAYLA: Okay. It was a pleasure speaking with you. Stay next to your phone.

MR. TYNDALL: Okay, thank you.

KAYLA: Bye-bye. Okay. No problem.

MR. TYNDALL: Bye.

KAYLA: Bye-bye.

(The call was concluded.)

MR. TYNDALL: End of call, 5:29 p.m., September 17th, 2014. That was a call received from area code 570-983-3796. My name is Reeve Tyndall, and I'm an investigator with the Federal Trade Commission. End of recording.

(The recording was concluded.)

CERTIFICATION OF TYPIST

DOCKET/FILE NUMBER: [redacted]

CASE TITLE: [redacted]

DATE: SEPTEMBER 17, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: 9/23/14

SALLY JO QUADE

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.

ELIZABETH M. FARRELL

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

Attachment H

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDINGS

FEDERAL TRADE COMMISSION

MATTER NO: [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 18, 2014

TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 16

TELEPHONE CONVERSATION WITH MARIE AND MICHELLE

SENIOR LIFE SUPPORT ASSISTANCE CALL NO. 3

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Marie/Michelle	4

FEDERAL TRADE COMMISSION

In the Matter of:)

[redacted]) Matter No. [redacted]

)

----------)

September 18, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

P R O C E E D I N G S

- - - - -

TELEPHON CONVERSATION WITH MARIE/MICHELLE

(Ringing phone.)

RECORDING: Get a free medical alert system shipped to you for free with no charge for activation, but you must act now. Press 1 to get your free system, press --

(Beep.)

(Music playing.)

MARIE: Hello?

MR. TYNDALL: Hello?

MARIE: Yes, good afternoon.

MR. TYNDALL: Hi. How are you doing?

MARIE: Wonderful. What about yourself?

MR. TYNDALL: Good.

MARIE: Okay, would you be interested in a system for yourself or for a loved one?

MR. TYNDALL: I think for me. I'm disabled. But I have a caregiver that comes twice a week.

MARIE: Okay, that's fine, that's fine, you can still keep yourself safe and protected, so when your caregiver is not there, if something happens, you push the button and it dispatches emergency help within seconds.

MR. TYNDALL: Oh, okay. What --

MARIE: Okay?

MR. TYNDALL: What's your name?

MARIE: My name is Marie.

MR. TYNDALL: Marie? Okay. Who are you -- what company are you with?

MARIE: It's called Senior Life Support.

MR. TYNDALL: Oh, okay.

MARIE: Okay?

MR. TYNDALL: Okay.

MARIE: Now, the way that this promotion works, we're going to ship this system at no cost, the activation is also free, so that just eliminates any unnecessary fees you would normally pay, the only thing you're responsible for is just the emergency medical monitoring, and that's only $29.95.

MR. TYNDALL: Okay.

MARIE: That's just in order for the medical technicians to monitor you, and that's with absolutely no contracts, and on top of the system, because a lot of seniors can't really afford that monitoring, so we're going to be including it's $3,000 worth of grocery discount coupons. And you can use these at any grocery store to buy the exact same products you purchase every week, okay?

MR. TYNDALL: Okay.

MARIE: Okay. Would you prefer the necklace or the bracelet?

MR. TYNDALL: Umm, what would you recommend?

MARIE: A lot of our seniors go for the necklace. I mean, it would be entirely your preference, but the necklace, they're not big and bulky at all, they're about the size of a quarter, so they're very, very discreet.

MR. TYNDALL: Okay. Then I think the necklace.

MARIE: Okay. And can you just spell your first and last name for me, please?

MR. TYNDALL: Sure, it's Ja[redacted]

MARIE: Um-hmm.

MR. TYNDALL: S[redacted].

MARIE: Okay. And what's the shipping address?

MR. TYNDALL: [redacted]

[redacted]--

MARIE: City and state? Oh, I'm sorry.

MR. TYNDALL: [redacted]

MARIE: Okay.

MR. TYNDALL: It's in [redacted] and the zip is --

MARIE: Okay.

MR. TYNDALL: -- is [redacted].

MARIE: Okay. Okay, and this number [redacted], this is your land line phone number, correct?

MR. TYNDALL: No, could I give you my land line phone number, though?

MARIE: Yeah, absolutely.

MR. TYNDALL: Okay, it's [redacted] --

MARIE: Um-hmm.

MR. TYNDALL: -- [redacted]

MARIE: Um-hmm.

MR. TYNDALL: -- [redacted]

MARIE: Okay. So, it's [redacted] that's the house number, correct?

MR. TYNDALL: Yeah, that's -- yeah.

MARIE: Okay. And this number, the [redacted] number, is that your cell phone?

MR. TYNDALL: It is.

MARIE: Okay, all right. So, I'm almost done getting you signed up and registered here. After this I'll transfer you to verification so that they can give you a confirmation number and our customer service number.

MR. TYNDALL: Okay.

MARIE: Just real quick so we can secure the product and get it shipped to you, which card would you

like to put on file just for that monitoring? A lot of seniors like to use either an ATM or a debit card.

MR. TYNDALL: Okay, I have a [redacted] card.

MARIE: Okay. That's fine, that's fine. And do you have that card in hand?

MR. TYNDALL: I do.

MARIE: Okay, what's the expiration date?

MR. TYNDALL: [redacted]

MARIE: And -- okay. And I don't need the numbers on the back, I just need the card number starting with the 4.

MR. TYNDALL: Okay. It's [redacted]

MARIE: Um-hmm.

MR. TYNDALL: [redacted]

MARIE: Um-hmm.

MR. TYNDALL: [redacted]

MARIE: Um-hmm.

MR. TYNDALL: [redacted]

MARIE: Okay. Okay, hold on one moment. And you wanted the necklace. Let me just get all this in here and I'll transfer you. Do you have a pen and paper handy?

MR. TYNDALL: I do.

MARIE: Okay. Hold on one moment.

MR. TYNDALL: Okay.

MARIE: And [redacted]

MR. TYNDALL: Yeah.

MARIE: [redacted] right?

MR. TYNDALL: Yeah.

MARIE: Okay.

MR. TYNDALL: Are you -- are you calling from the Philadelphia area?

MARIE: From PA?

MR. TYNDALL: Yeah.

MARIE: Right.

MR. TYNDALL: Are you -- are you local?

MARIE: Well, the secured monitoring facility is actually based out of Albany, New York, so I got tongue twisted, but, of course, you know, since we have the city and state, if something happens and you push that button, we dispatch the local authorities to your house.

MR. TYNDALL: Okay.

MARIE: So, they'll be at your house within literally a couple of minutes.

MR. TYNDALL: Okay. And --

MARIE: Okay?

MR. TYNDALL: And when are you going to charge my card?

MARIE: Okay, the way that this works is we do -- we do bill you today, but it's going to cover you

for the first month. When you receive and activate the system, that's when the billing cycle starts, that way you'll have your full 30 days. Okay, so really you won't be billed again until about a month and a half later, okay?

MR. TYNDALL: Okay, but --

MARIE: Okay, hold on one moment, I'm going to transfer you and they'll give you a confirmation number. Hold on one moment.

MR. TYNDALL: Okay.

(Call placed on hold.)

MICHELLE: All right, J[redacted]?

MR. TYNDALL: Yes?

MICHELLE: Hi, this is Michelle, I'm the floor supervisor for Senior Life Support. This call is being recorded for quality assurance, okay?

MR. TYNDALL: Okay.

MICHELLE: Okay. I have your name as J[redacted] S[redacted]?

MR. TYNDALL: Yes.

MICHELLE: And your mailing address is [redacted]

[redacted]

MR. TYNDALL: Yes.

MICHELLE: [redacted]

MR. TYNDALL: Yeah.

MICHELLE: Okay, and is this your land line phone number that we're on now, not a cell phone?

MR. TYNDALL: This is my cell phone, but I gave the other woman my land line phone number.

MICHELLE: Okay, so your home phone is [redacted]

MR. TYNDALL: Yes. That's my home phone number.

MICHELLE: Okay, and what is your cell phone number so we can have them call you back on? Is this the [redacted]? That's your cell?

MR. TYNDALL: Well, I get charged on the minute by this, so could you have them please call me --

MICHELLE: So just call your house?

MR. TYNDALL: Yeah, [redacted]

MICHELLE: Okay, that's fine.

MR. TYNDALL: Okay.

MICHELLE: Okay, do you still have your credit card handy?

MR. TYNDALL: I do.

MICHELLE: Could you just read me back the credit card numbers, please, so I can make sure I have it down correctly?

MR. TYNDALL: Sure. It's [redacted] --

MICHELLE: Um-hmm.

MR. TYNDALL: -- [redacted]

MICHELLE: And the expiration?

MR. TYNDALL: Is [redacted]

MICHELLE: Okay, and is your shipping address the same as the billing address for this credit card?

MR. TYNDALL: It is.

MICHELLE: Okay, great. So, your first month of service will be billed today for the $29.95 to the credit card you just provided.

MR. TYNDALL: Okay.

MICHELLE: Okay?

MR. TYNDALL: Okay.

MICHELLE: Also you will be billed the monthly payment of $29.95 per month for as long as you keep the system.

MR. TYNDALL: Okay.

MICHELLE: Okay? So you are getting the necklace, and we're giving you $3,000 worth of grocery coupons.

MR. TYNDALL: Okay.

MICHELLE: And a $50 restaurant card, also.

MR. TYNDALL: Okay.

MICHELLE: I'm going to go ahead and put it through our verification department, and they will give you a call within 10 to 15 minutes. They're going to just reverify everything with you, and for security

purposes, they are going to need for you to provide them with the three-digit code on the back of your card.

MR. TYNDALL: Okay.

MICHELLE: The CCV. You don't need to give it to me, but they will need that to fully put it through.

MR. TYNDALL: Okay. Do you have a --

MICHELLE: And they're going to give you -- what?

MR. TYNDALL: Do you have a call-back number?

MICHELLE: Yes, I was just going to get ready to tell you that, too, once they call you back, and you give them the three-digit code on the back of the card, they process your order. They're going to give you -- once you become a customer, they're going to give you your order number and the customer service phone number so you can always call, check up on your order, make any changes to your order, or anything like that, okay?

MR. TYNDALL: Oh, okay.

MICHELLE: If you ever wanted to add on an extra necklace or bracelet, or make any changes to the account.

MR. TYNDALL: Okay.

MICHELLE: They will provide you with the customer service phone number, so you can go ahead and keep your card out and have a pen and piece of paper to

write with, because they will be calling you shortly, okay?

MR. TYNDALL: Okay. And I --

MICHELLE: It's going to be from an 800 number.

MR. TYNDALL: Okay. Can you have them call my -- the [redacted] number, because I get charged by the minute on this phone number.

MICHELLE: Okay, so you want them to call the [redacted]?

MR. TYNDALL: Yes.

MICHELLE: Okay. I'll just, I'll put that one down. I won't even put the other number one.

MR. TYNDALL: Oh, okay. Thank you so much.

MICHELLE: Okay?

MR. TYNDALL: Okay. What's your name?

MICHELLE: Okay, thank you. Michelle.

MR. TYNDALL: Michelle. Thank you so much, Michelle.

MICHELLE: You're welcome. Thanks for trusting Senior Life Support and have a great day, okay?

MR. TYNDALL: Okay, thank you.

MICHELLE: Okay, bye.

(The call was concluded.)

MR. TYNDALL: Call was received from area code 570-983-3796. The time was approximately 1:15 p.m. The

date was September 18th, 2014. My name is Reeve Tyndall, and I am an investigator with the Federal Trade Commission. This ends this recording.

(The recording was concluded.)

CERTIFICATION OF TYPIST

DOCKET/FILE NUMBER: [redacted]

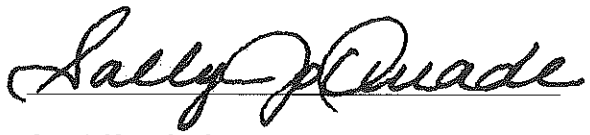
CASE TITLE: [redacted]

DATE: SEPTEMBER 18, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

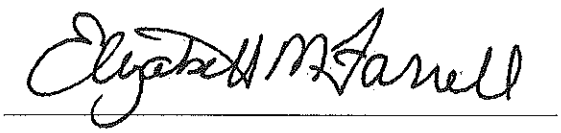
DATED: 9/23/14



SALLY JO QUADE

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.



ELIZABETH M. FARRELL

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

Attachment I

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDINGS

FEDERAL TRADE COMMISSION

MATTER NO: [redacted]

TITLE [redacted]

DATE RECORDED: SEPTEMBER 18, 2014

TRANSCRIBED: SEPTEMBER 23, 2014

PAGES 1 THROUGH 15

TELEPHONE CONVERSATION WITH CAROLYN SULLIVAN

SENIOR LIFE SUPPORT ASSISTANCE CALL NO. 4

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation with Carolyn Sullivan	4

FEDERAL TRADE COMMISSION

In the Matter of:)

[redacted]) Matter No. [redacted]

)

----------)

September 18, 2014

The following transcript was produced from a digital file provided to For The Record, Inc. on September 19, 2014.

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

P R O C E E D I N G S

- - - - -

TELEPHONE CONVERSATION BETWEEN

REEVE TYNDALL AND CAROLYN SULLIVAN

CAROLYN SULLIVAN: -- Senior Life Support, and this is the verification department, and the call is being recorded for quality assurance. Is there a J[redacted] S[redacted] -- S[redacted] available?

MR. TYNDALL: Yes, this is him.

CAROLYN SULLIVAN: Oh, hi, how are you doing today, sir?

MR. TYNDALL: Good. How are you doing?

CAROLYN SULLIVAN: Great. I'm doing great. Thank you so much for asking. I will be processing your application for the Medic Alert equipment. It will be delivered by UPS, and I will be providing you with our customer service number as well.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: All right? So, I'm just going to verify here. I have J[redacted] as the first name, that's J[redacted] I have the last name as S[redacted] that's S[redacted] And I have the address as [redacted].

MR. TYNDALL: Yep.

CAROLYN SULLIVAN: That's [redacted].

MR. TYNDALL: No, it's --

CAROLYN SULLIVAN: And that is in --

MR. TYNDALL: No, it's the address, the street name is [redacted]

CAROLYN SULLIVAN: Okay, you started breaking up. Can you spell that one more time for me, please.

MR. TYNDALL: It's [redacted]

CAROLYN SULLIVAN: Okay, [redacted]?

MR. TYNDALL: Yes.

CAROLYN SULLIVAN: Thank you. And that's [redacted]. And I have [redacted]

MR. TYNDALL: Yes.

CAROLYN SULLIVAN: Okay. And I have [redacted], correct?

MR. TYNDALL: Yes.

CAROLYN SULLIVAN: All right. The zip code I have as [redacted]?

MR. TYNDALL: Yes.

CAROLYN SULLIVAN: I have home number is [redacted].

MR. TYNDALL: Yes.

CAROLYN SULLIVAN: All right. And I do have -- now, do you have your credit card handy or if you can get it, because I'm going to read over that information with you as well, please.

MR. TYNDALL: Yeah, I have my credit card.

CAROLYN SULLIVAN: Okay, great. I have the number is [redacted]. And I have expiration as [redacted].

MR. TYNDALL: Yes.

CAROLYN SULLIVAN: All right. Now, can I get the three-digit number off of the back of the card, please?

MR. TYNDALL: It's [redacted].

CAROLYN SULLIVAN: Thank you. And I do see you are getting the Medic Alert necklace, at that discounted promotional rate of $29.95 per month. You're getting a couple of complimentary gifts as well. You're getting a $50 restaurant card on a monthly basis, as long as you're our customer, at restaurants.com. You're also getting a free coupon book that has $3,000 worth of coupons in it, okay? So, all I'll need for you to do as I process your application, if you can get something to jot down the information I'll be giving you once I process it, okay, it will take about four minutes or so to put this in the system. Can I please put you on hold while I do that, Mr. S[redacted]?

MR. TYNDALL: Sure.

CAROLYN SULLIVAN: Thank you.

(Call placed on hold.)

CAROLYN SULLIVAN: And, Mr. S[redacted], I have one other question, sir. Now, do you have a middle initial in your name, or does your credit card have your first and last name as I have it here?

MR. TYNDALL: No, I just -- first and last name.

CAROLYN SULLIVAN: Okay, thank you, please hold.

MR. TYNDALL: Okay.

(Call placed on hold.)

CAROLYN SULLIVAN: All right, thank you so much for holding, Mr. S[redacted]. I do have your customer ID number now, which is your equipment number that will be delivered by UPS. Are you ready for that, sir?

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: All right, that will be 658.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: -- 00 --

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: -- 3078.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: All right? And this is our customer service number.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: It is 855 --

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: -- 796 --

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: -- 7524.

MR. TYNDALL: 7524. Okay.

CAROLYN SULLIVAN: Yes, sir.

MR. TYNDALL: And what is your name?

CAROLYN SULLIVAN: My name is Carolyn Sullivan.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: All right? Now, I do have to read this recorded statement to you, it's being taped, sir, all right? So, I have you as Mr. J[redacted] S[redacted]. By providing your credit card information and verbal authorization today, today's date is September the 18th, 2014, you are authorizing Medic Alert to initiate a one-time credit card debit on today's date, which is September the 18th, 2014, for the amount of $29.95, and a re-occurring credit card debit to your account in the amount of $29.95, and that would be of every month.

Now, since you've paid the $29.95 today, for next month, you have a ten-day grace period, being that shipping could take up to 10 to 14 business days. So, you do not have to make another payment until the 28th of October.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: And then it would go back to the 18th of November. Okay?

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: So, that's how they balance it out for you there. And the first credit card debit should be drafted or applied from your account on today's date, again, is September the 18th, 2014, to be followed by successive debits, if applicable, as just described.

Please note that any time if you wish to revoke this authorization and cancel any scheduled debit to your account, you must notify us at our customer service number, at that number I did provide to you. And our hours of operation are Monday through Friday, 10:00 a.m. to 6:00 p.m. Now, if you did want to make any changes as far as your method of payment on your monthly bill, please call us three days prior to the draft on your account for the $29.95.

Now, in the event if you chose to just buy the equipment outright, without making a monthly payment anymore, you can always buy the equipment for $475, okay?

Now, do you authorize Medic Alert to proceed with these credit card debits, sir?

MR. TYNDALL: Yes. Yes.

CAROLYN SULLIVAN: Okay. Thank you. Now, credit card debits will be drafted from your account

with the following information. I do have your credit card number, I have the CVV and I have the expiration, and the amount every month is $29.95. Should you have any additional questions, please feel free to call our customer service, which is during the hours of operation again are Monday through Friday, 10:00 a.m. to 6:00 p.m.

Now, do you have any further questions regarding your credit card debit procedure, Mr. S[redacted]?

MR. TYNDALL: No, I just had a couple of general questions.

CAROLYN SULLIVAN: Okay.

MR. TYNDALL: Do you -- so, I spoke with someone about whether to get a bracelet or a necklace, and they said that I could switch them out if I wanted to.

CAROLYN SULLIVAN: Yes, you could.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: I see you did sign up for the necklace, yes, sir.

MR. TYNDALL: Yes, yes. So, if I want the bracelet instead, what do I need to do?

CAROLYN SULLIVAN: Actually, you could swap it out, or you can get -- oh, right now, with you signing up for the necklace, you can get an additional bracelet right now for just $5. I can do that for you, if that's what you would like to do.

MR. TYNDALL: Oh, okay.

CAROLYN SULLIVAN: You want to do that?

MR. TYNDALL: Yeah. Will I be charged twice for the $29.95?

CAROLYN SULLIVAN: No, it's just an additional $5, it comes to $34.95.

MR. TYNDALL: Oh, okay. Okay.

CAROLYN SULLIVAN: Do you want to do that?

MR. TYNDALL: Yeah, I'll do that.

CAROLYN SULLIVAN: Okay, I can do that for you, sir.

MR. TYNDALL: And then --

CAROLYN SULLIVAN: All right?

MR. TYNDALL: -- one other question. I have to -- I'm going to show my caregiver --

CAROLYN SULLIVAN: Yes.

MR. TYNDALL: -- the necklace.

CAROLYN SULLIVAN: Yes.

MR. TYNDALL: And she said that I should ask about a return policy. Do you have a return --

CAROLYN SULLIVAN: I'm not understanding you.

MR. TYNDALL: Do you have a return policy?

CAROLYN SULLIVAN: You could call customer service for all of that, sir. I process the application, give you your customer ID number, and let

you know when your equipment would be arriving, and you take everything else up with customer service.

MR. TYNDALL: Oh, okay.

CAROLYN SULLIVAN: We don't do contracts, you can return it at any time, if you would like, sir, and, you know, you can swap as well, but I'm going to go on and add, since you can right now at this point get an additional bracelet for just $5, I'll just go on and add a bracelet for just $5 for you.

MR. TYNDALL: Oh, okay. Okay.

CAROLYN SULLIVAN: All right?

MR. TYNDALL: Perfect.

CAROLYN SULLIVAN: All right, great. All right, well, you have a great day. But you know, actually, let me mention something else to you, just in case you might have an interest. It's something else that we have a promotion going on with today, where you could get an additional $25 dining eating out card. We've partnered up with SafeData Trust, and it's an identity theft program so that no one can hack into your personal information, and you can get it for just $9.95 a month today, which is half price. Does that sound like anything you might be interested in?

MR. TYNDALL: I think so. Maybe.

CAROLYN SULLIVAN: You think, yes or no? I

mean, there's so much of that going on now, that's why we got involved with it, so we stop it while it's in progress, you know, people can get your socials and anything they want off of the Internet now, it's just out there in cyber space. So, we have ways of preventing it as it's in progress, we stop it, you know? So --

MR. TYNDALL: Okay. What --

CAROLYN SULLIVAN: If you're interested, I would be more than happy to sign you up for it.

MR. TYNDALL: Okay. Would you recommend that?

CAROLYN SULLIVAN: Yes, I would, highly. I have it myself. I've actually, my identity has been stolen before, my son's and myself. So --

MR. TYNDALL: Oh, okay. Okay. Well --

CAROLYN SULLIVAN: Okay?

MR. TYNDALL: I guess I should get that.

CAROLYN SULLIVAN: Yes, sir, that's a very wise decision.

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: Okay? So, I'll be more than happy to sign you up for that, but any additional questions, please take it up with customer service, they will be more than happy to assist you, Mr. S[redacted], okay?

MR. TYNDALL: Okay.

CAROLYN SULLIVAN: And thank you so much for choosing Senior Life Support for your Medic Alert equipment. We do appreciate your business. All right, sir?

MR. TYNDALL: Okay. Thank you.

CAROLYN SULLIVAN: Bye-bye, you have a good one. You're welcome.

MR. TYNDALL: Thanks, bye.

(The call was concluded.)

MR. TYNDALL: That was a call received from area code 855-796-7524. The time was 4:33 p.m. on September 18th, 2014. This is Reeve Tyndall, I am an investigator with the Federal Trade Commission. This ends the recording.

(The recording was concluded.)

CERTIFICATION OF TYPIST

DOCKET/FILE NUMBER: [redacted]

CASE TITLE: [redacted]

DATE: SEPTEMBER 18, 2014

TRANSCRIPTION DATE: SEPTEMBER 23, 2014

I HEREBY CERTIFY that the transcript contained herein is a full and accurate transcript of the tapes transcribed by me on the above cause before the FEDERAL TRADE COMMISSION to the best of my knowledge and belief.

DATED: 9/23/14

SALLY JO QUADE

CERTIFICATION OF PROOFREADER

I HEREBY CERTIFY that I proofread the transcript for accuracy in spelling, hyphenation, punctuation and format.

ELIZABETH M. FARRELL

For The Record, Inc.
White Plains, Maryland
(301) 870-8025

Attachment J

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	10/15/2014	Not an Invoice. For your records.

J[redacted] S[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]		[redacted]	

Invoice Date
10/15/2014

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:
Accounting Code/Cost Center
Account Number [redacted]
Billing Office Id:
Agency/Org Id:
Discretionary Code:
Tax Exempt#:
Single Purchase Limit: $0.00
Cycle Purchase Limit: $0.00

Sale Date	Post Date	MCC Code	Reference Number	Description			Total Amount
********** NOTICE MEMO ITEM(S) LISTED BELOW **********							
[redacted]							
09/18/2014	09/22/2014	7393	24707804264980168128077	2 LIFEWATCH USA 658003078	800-716-1433	NY	$29.95
[redacted]							
********** TOTAL AMOUNT OF MEMO ITEM(S):							[redacted]

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)

[redacted]

Account Number	Statement Date	Total Amount Due
[redacted]	11/15/2014	Not an Invoice. For your records.

J[redacted] S[redacted]

[redacted]

For telephone or address change on travel cards, please place an X in the parentheses and make the desired changes on the reverse side.( )

CITIBANK CARD

CARD STATEMENT

Previous Balance	Credits	New Charges	Total Activity
[redacted]			

Invoice Date
11/15/2014

FOR CUSTOMER SERVICE CALL 1-800-248-4553 OR WRITE Citibank P.O. Box 6125 Sioux Falls, SD 57117
OUTS DE THE U.S. AND CANADA CALL COLLECT 904-954-7314

Agency Name:		Account Number	[redacted]
Accounting Code/Cost Center			
Billing Office Id:		Agency/Org Id:	
Discretionary Code:		Tax Exempt#:	
Single Purchase Limit:	$0.00	Cycle Purchase Limit:	$0.00

Sale Date	Post Date	MCC Code	Reference Number	Description	Total Amount
**********NOTICE MEMO ITEM(S) LISTED BELOW**********					
[redacted]					
10/23/2014	10/27/2014	7393	74707804297980168128057	2 LIFEWATCH USA 800-716-1433 NY 658003078	$29.95 CR
[redacted]					
**********TOTAL AMOUNT OF MEMO ITEM(S):					[redacted]

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at https://home.cards.citidirect.com/CommercialCard/Cards.html. Thanks to hose who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

Account management made easier: Online statements & CitiManager Mobile offer 24/7 access, security, and mobility. Log in at www.citimanager.com/login and click Go Paperless under the Statement tab.

Sign-up for email or text message alerts to know when your statement is ready to view. When on the go, access your account and recent activity through your mobile device at www.citimanager.com/mobile

Memo Section

Approval Section

CARDHOLDERS SIGNATURE

APPROVING OFFICIAL SIGNATURE (Except Travel)