PX 87

DECLARATION OF ROBERTO C. MENJIVAR
PURSUANT TO 28 U.S.C. § 1746

I, Roberto C. Menjivar, hereby declare as follows:

1. My name is Roberto C. Menjivar. I am a United States citizen and over eighteen years of age. I am employed as an investigator with the Federal Trade Commission ("FTC" or "Commission"), a position that I have held for over twelve years. My office address is 55 West Monroe Street, Suite 1825, Chicago, Illinois 60603. I have personal knowledge of the facts stated in this declaration, and if called as a witness, I would testify to the same.

2. As an FTC investigator, my duties include monitoring and investigating parties who are suspected of engaging in deceptive and unfair acts or practices in violation of Section 5(a) of the Federal Trade Commission Act (FTC Act), and other laws or rules enforced by the FTC, including the Telemarketing Sales Rule, 16 C.F.R. Part 310. As part of those duties, I interview victims and other witnesses. I also gather information and review documents, financial records, and other evidence in connection with FTC investigations and federal court litigation. I am also a custodian of documents and records obtained by the FTC during the course of investigations to which I am assigned. In the course of my employment, I participated in the FTC's investigation of Lifewatch, Inc. (Lifewatch), and Evan Sirlin. Throughout this declaration, I collectively refer to these parties as "Lifewatch Defendants."

3. I am the same Roberto C. Menjivar who previously signed two declarations in *FTC, et al. v. Lifewatch Inc., et al.*, Case No. 15-cv-05781 (N.D. Ill., filed June 30, 2015). My first declaration, dated July 1, 2015, was filed with the Plaintiffs' Motion for Preliminary Injunction as Plaintiffs' Exhibit 1. (Doc. 14-1 to 20-2.) My second declaration, dated August 19, 2015, was filed with Plaintiffs' Response in Opposition to Defendant Lifewatch Inc.'s

Motion to Strike Certain Evidence as Plaintiffs' Exhibit 85. (Doc. 53-3.) I refer to this case as the "Lifewatch Litigation."

4. In this declaration and its attachments, information that is subject to the Confidentiality Order entered in this matter on October 15, 2015 (Doc. 81) has been redacted or filed under seal. Plaintiffs will also file unredacted versions of the redacted materials under seal.

***FTC v. All Us Marketing LLC, et al.*, Case No. 6:15-cv-01016-JA-GJK**
(M.D. Fla., filed June 22, 2015)

5. The FTC investigated All Us Marketing LLC (f/k/a Payless Solutions LLC), Global Marketing Enterprises Inc. (f/k/a Pay Less Solutions Inc.), Global One Financial Services LLC, Your #1 Savings LLC, Ovadaa LLC, Royal Holdings of America LLC, Gary A. Rodriguez, Marbel W. Rodriguez, Carmen L. Williams, Jonathan R. Paulino, Fariborz M. Fard, Shirin O. Imani, and Alex A. Serna. I refer to these parties as "Payless Defendants."

6. On June 22, 2015, the FTC, along with the State of Florida, Office of the Attorney General (Florida AG), filed a Complaint for Permanent Injunction and Other Equitable Relief. On the same day, the FTC and the Florida AG filed their *Ex Parte* Motion for Temporary Restraining Order with Asset Freeze, Appointment of a Receiver, Other Equitable Relief, and an Order to Show Cause Why a Preliminary Injunction Should Not Issue, which the Court subsequently granted the same day. *FTC v. All Us Marketing LLC, et al.*, Case No. 6:15-cv-01016-JA-GJK (M.D. Fla., filed June 22, 2015). I refer to this case as the "All Us Litigation."

7. The FTC obtained information from the U.S. Postal Inspection Service (USPIS) related to its investigation of the Payless Defendants. This information included an April 9, 2014, recorded telephone conversation between Defendant Jonathan Paulino and a source (NCS1825). Attached hereto as **Menjivar Attachment A** is a true and correct copy of the

transcript of the April 9, 2014, recorded telephone call between Defendant Jonathan Paulino and NCS1825.

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

8. On or about October 19, 2015, FTC Staff made a public records request to the Florida Department of Agriculture and Consumer Services (DOACS) for records related to some of the telemarketers whom Defendants have identified as Lifewatch's outside sellers. On or about November 6, 2015 and November 19, 2015, the FTC received discs from DOACS containing documents responsive to the October 19, 2015, public records request. Attached hereto as **Menjivar Attachment B** are true and correct copies of some of the documents that DOACS provided to the FTC in response to its public records request.

DEFENDANTS' DISCOVERY RESPONSES

9. On or about September 1, 2015, Plaintiffs issued their Initial Request for the Production of Documents to Defendants. Throughout October 2015, pursuant to Plaintiffs' Initial Request for the Production of Documents, Plaintiffs received documents from Defendants. Attached hereto as **Menjivar Attachment C** are some of the documents Defendants produced to Plaintiffs.

CONSUMER SENTINEL

10. On or about November 10, 2015, Defendants filed its Response to the FTC's Motion for Preliminary Injunction. As part of its response, Defendants filed Defendants' Exhibit 2. Exhibit 2 is a declaration signed by Sarai Baker dated November 10, 2015, and attached to the Baker Declaration were Exhibits A through G (DX 2, Baker Decl., Doc. 87-2). According to the Baker Declaration and Exhibit E, Lifewatch is currently purchasing customer accounts from seven "outside sellers" (DX 2, Baker Decl., Doc. 87-2, ¶ 25). Exhibit E includes the Purchase

Agreements and Affidavits for these seven "outside sellers." Defendants filed Exhibit E under seal.

11. On or about September 1, 2015, the FTC and the Illinois AG submitted Plaintiffs' Initial Request for the Productions of Documents to Defendants. Throughout October 2015, the FTC received Defendants' Responses to Plaintiffs' Request for Production of Documents. Among other things, Defendants produced purchase agreements and related documents for some of the seven "outside sellers" that were identified in Baker's Declaration and Exhibit E as described in the preceding paragraph. These purchase agreements contain the following bates number: (1) LW-FTC-00001 through LW-FTC-00022; (2) LW-FTC-00024 through LW-FTC-00044; (3) LW-FTC-00159 through LW-FTC-00182; (4) LW-FTC-00183 through LW-FTC-00207; and (5) LW-FTC-00424 through LW-FTC-00445.

12. I reviewed the purchase agreements and affidavits (Exhibit E) attached to Baker's Declaration, and the purchase agreements and related documents that the Defendants produced in response to Plaintiffs' Request for Production of Documents. I reviewed these purchase agreements, affidavits, and related documents to identify the business names, fictitious names, and other related names of the seven "outside sellers" and the date of the purchase agreement entered between LifeWatch, Inc. and these seven "outside sellers."

13. As described in my declaration dated July 1, 2015 (PX1, Menjivar Decl., Doc. 14-1, ¶¶ 51-52), the FTC maintains the Consumer Sentinel database. Consumer Sentinel is a database of complaints received from consumers, directly or through law enforcement agencies, U.S. federal agencies, state agencies, local agencies, foreign agencies, and other organizations. The Consumer Sentinel database and information contained in the Consumer Sentinel are for law enforcement purposes.

14. From November 19, 2015 through November 20, 2015, I conducted searches to determine the number of Do Not Call (DNC) complaints Consumer Sentinel received related to the seven "outside sellers." As mentioned above, these are the seven "outside sellers" that are identified in Baker's Declaration and Exhibits dated November 10, 2015. Using the business names, fictitious business names, or a slight variation of the business names of the seven "outside sellers," I searched Consumer Sentinel for DNC complaints. When I received the search results, I reviewed the complaints to determine whether the complaints were about receiving unwanted telemarketing calls, or pre-recorded message offering some type of medical alert device or service, or related to the seven "outside sellers."

15. Based on my Consumer Sentinel searches, Consumer Sentinel received 4, 5, and 19 DNC Complaints related to three "outside sellers," respectively. I have created a chart showing the following information about the DNC complaints related to the three "outside sellers": (1) name of the "outside seller"; (2) date of the purchase agreement; (3) search term; (4) beginning search date/period; (5) ending search date/period; and (6) number of DNC complaints. A true and correct copy of the chart as described in this paragraph is attached hereto as **Menjivar Attachment D**.

16. From the Consumer Sentinel search results of the three "outside sellers" for DNC complaints, I was able to identify several telephone numbers that appear to be associated with the three "outsider sellers." Using these telephone numbers, I searched Consumer Sentinel for DNC complaints. The results yielded thousands of DNC complaints related to the telephone numbers that appear to be associated with the three "outside sellers." I created a chart showing the following information about the DNC complaints related to the telephone numbers: (1) name of the "outside seller"; (2) date of the purchase agreement; (3) search term; (4) earliest complaint

date; (5) latest complaint date; (6) number of DNC complaints; (7) number of complaints in which the consumer reported that they received a pre-recorded message; and (8) number of complaints in which the consumer reported that they did not have an Established Business Relationship with the calling party or caller. A true and correct copy of the chart as described in this paragraph is attached hereto as **Menjivar Attachment E**.

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

Executed on November 23, 2015.

Roberto C. Menjivar

Attachment A

ORIGINAL

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO. 1423256

TITLE PAYLESS SOLUTIONS, LLC

DATE RECORDED: APRIL 9, 2015

TRANSCRIBED: JUNE 1, 2015

REVISED: JUNE 8, 2015

PAGES 1 THROUGH 41

TELEPHONE CONVERSATION BETWEEN NCS1825 AND JONATHAN PAULINO

2015.04.09 14.24 telecom from NCS1825 to Jonathan Paulino

FEDERAL TRADE COMMISSION

I N D E X

RECORDING:	PAGE:
Telephone conversation between NCS1825 & JONATHAN PAULINO	4

P R O C E E D I N G S

- - - - -

MR. EASTMAN: This is Postal Inspector Eastman. It's April 9th, 2015, approximately 2:24 p.m. We'll be making a recorded call with [NCS1825]and Jonathan Paulino.

JONATHAN PAULINO: Yo.

NCS1825: Yo-yo. What's up, man.?

JONATHAN PAULINO: (Speaking Spanish.)

NCS1825: Nah. None of that, my brother. You know that.

JONATHAN PAULINO: I heard you got a room --

NCS1825: Man, you got -- I got two rooms, I opened up another one. I'm trying to do something, bro, but shit be getting jammed up. You know how it goes.

JONATHAN PAULINO: You got two rooms. That means you're making a lot of money.

NCS1825: Nah, man. Nah, man. I need -- I need a --

JONATHAN PAULINO: I'm selling my rooms.

NCS1825: I got my ass -- you selling

yours? Why?

JONATHAN PAULINO: Yeah, I'm selling them. I'm shutting down, bro.

NCS1825: Why? What happened?

JONATHAN PAULINO: There's nobody there. I don't want -- I'm not doing anything there.

NCS1825: Man, that's crazy, bro. How much you selling it --

JONATHAN PAULINO: (Inaudible). Basically I'm just selling it for, like, whatever I got it in, you know, like my cubes and all that. But everything is working. Like all you got to do is sign a lease and rock and roll. And there's two phone systems in there. There's a PBX system and there's an Initel system. You could do two companies. You could do whatever you want, you know what I mean? I want --

NCS1825: How much you looking for? I wish you would have told me that before I built the other room.

JONATHAN PAULINO: I didn't know that you were building a room. I found out --

NCS1825: Yeah.

JONATHAN PAULINO: -- because somebody told me that there was new rooms opening. I probably was like, oh, that's why he did it or something. I don't know. But,

yeah, like 5,000. I'll take like five.

NCS1825: That's not bad. I mean, you know --

JONATHAN PAULINO: (Inaudible) it has 28 extensions, and they're all equipped with both systems. So you know what I'm saying?

NCS1825: And you're leaving everything in there?

JONATHAN PAULINO: You got the best of both worlds because you got the Initel and then you go the PBX. So however you want to go. Like that's how I was doing before I was doing L.I. and I was doing Lifewatch. So I added the Initel. But I already have PBX. And it's power -- POE switch. So it's like powered over the internet. So you don't have a bunch of cables hanging around.

NCS1825: Yeah. You don't have wires and shit.

JONATHAN PAULINO: Yeah.

NCS1825: That's good.

JONATHAN PAULINO: (Inaudible) from the wall directly, everything is, you know (inaudible) there's two computer (inaudible).

NCS1825: I never been -- I never -- yeah, I never went up there. So I don't know what your

setup was.

JONATHAN PAULINO: It's too many -- it's too many -- there's two desks for admin. There's two.

NCS1825: Mm-hmm.

JONATHAN PAULINO: You've got your -- we got -- both with computers at both desks. So that's separate. And an office with a lock -- with a lock and key, and a filing cabinet with a key in it. And then you got the big room and you got the two back rooms. And they're all equipped. Everything is equipped.

NCS1825: I don't get it, man. I don't get why you're selling it, because literally, I mean, I just ripped me an asshole talking about that Jim is going to go invest with you. I just heard --

JONATHAN PAULINO: Who?

NCS1825: Al called me and said Jim is investing with you to do a program. What the fuck you got going, man? How come you didn't sign me up?

JONATHAN PAULINO: Jimmy, Jimmy, I got a debt elimination shit. That was Chris that brung it to me. And we almost --

NCS1825: Does that shit really work? What is that?

JONATHAN PAULINO: It works. I mean --

NCS1825: Who?

JONATHAN PAULINO: -- we're getting paid. But it's just -- huh?

NCS1825: What do you mean (inaudible) going out of business. Is it -- is it real? Yeah. Al was telling me something like --

JONATHAN PAULINO: It's real. It's real.

NCS1825: -- and I was like, what? I've never even heard of it.

JONATHAN PAULINO: Yeah, nigga. That shit is -- that shit is -- that shit is a good system, bro. It is very good. It's better than LI, I tell you right now. And they paying. You know, they paying. They paying. And there's no -- right now I don't have a worry about the merchant. My worry is about the deals because I don't go nobody in my office because of when we started -- when I -- when Gary closed the Lifewatch and I -- and we stopped doing LI because we didn't have no merchants, we basically didn't have anything --

NCS1825: Mm-hmm.

JONATHAN PAULINO: -- Cruz met up with somebody and he pawned that program to us. He said, yo, I got this, I got that, da-da-da. So, okay, so fine. Somebody recommended him, whatever. So the people that -- the program is real. We learn how to do it. But we're doing about 80,000 a day. We're popping paper all day because

I had my L.I. people there, because this is similar to L.I.

NCS1825: Yeah, yeah.

JONATHAN PAULINO: So every L.I. rep you get, they're going to be killers doing this. Because it's the same thing. It's actually easier, so easy, it's easier than L.I. And there's more money. I could charge a guy $50,000 if I want.

NCS1825: Really?

JONATHAN PAULINO: One shot. Yeah, I got people for 20,000 (inaudible) --

NCS1825: And -- and the -- and how do you get paid? Like, how do we -- how does that work?

JONATHAN PAULINO: I get paid by the law firm. The law firm pays me.

NCS1825: And they pay, what, daily, weekly, twice a week?

JONATHAN PAULINO: No, they pay -- weekly they pay me.

NCS1825: But you don't got great -- you don't got the -- so you don't got the deal -- Chris's deal, Chris.

JONATHAN PAULINO: No, I got a better deal than Chris. I just told you. So when Chris came and brought me the program and brung the people that were going to be the merchant and all these -- you know how everybody is,

people are -- everybody is a big merchant or whatever (inaudible) all fucked up. (Inaudible).

NCS1825: Yeah, they always lie.

JONATHAN PAULINO: They get their $200,000 worth of shit that we roll. And everything is notarized and everything. There's no bullshit deals. You can't flip deals because they will not accept anything without the notary paperwork. Everything has to be signed with their contract. I have to send a notary to everybody --

NCS1825: Nah.

JONATHAN PAULINO: Yeah, nigga. That's how it works, bro.

NCS1825: And they rob you, too. What the hell?

JONATHAN PAULINO: Yeah. They -- the merchant did. The merchant. It wasn't a law firm. It was a merchant, a person. And --

NCS1825: Oh.

JONATHAN PAULINO: And they took the money. They never paid us. So -- so we got fucked by them. So we're trying to keep the offices open and everything, all the bills were behind, and now we're getting back on our feet because -- because we got the new law firm that actually Gary found. It wasn't even me. And then Gary brung it to me and then now we run into them and those people are

legit, bro. It's been like a month and they never missed a wire. They're always on point. They -- when they read you're going to get a wire, the amount, they're going to pay. But you got to have their shit signed like they will. Because they do a welcome call at the time. Well, after you send all the paperwork and everything you already notarized, they go do a welcome call and they record our welcome call. They explain everything. The client agrees. After they sign the notary, they got a three-day cancellation period. After that, bro, we have clients for $25,000 and they go green in one day.

NCS1825: Nah, you're lying, bro.

JONATHAN PAULINO: Process. The process of getting it done, you might not be able to get it charged the same day. Like the fastest we ever did it is we do everything today and the next day they get charged. That's the fastest.

NCS1825: And they -- and they're taking $25,000 --

JONATHAN PAULINO: It's really hard. Bro, we have. Actually, bullshit. Today we actually had a client that -- today we did a client that signed and they got charged today. So, yeah, today, in one day you can do it. It depends on the notaries, because if the notaries can't go take the paperwork to the client's house, then you're

fucked because you can't -- you can't charge it without the -- after (inaudible) welcome call, okay, after they front and close, we do a welcome call by ourselves.

NCS1825: Mm-hmm.

JONATHAN PAULINO: Then from there --

NCS1825: To make sure --

JONATHAN PAULINO: -- they go to the notary. We get a paper -- we get the paper re-notarized. Once we get the paper re-notarized, then we submit that paperwork together with their deal sheet to the law firm. The law firm does the welcome call. When they update the tracker saying welcome Q/A complete or welcome call completed, we know it's already sent to be charged. So when it's sent to be charged, they just -- it's just -- they charge it and then, boom, that's it, bro.

NCS1825: Mm-hmm.

JONATHAN PAULINO: We haven't --

NCS1825: That's it, you get paid. No hassles, no worries.

JONATHAN PAULINO: Honestly, we have not seen -- we have not heard -- we have never heard from the first client we sold. Never. We haven't even gotten a call on our customer service phone call. We got our own customer service just in case, and we never have received one phone call from one client. That means them niggas are

on top of this shit. They're on top of it, bro.

NCS1825: Damn, bro. But you don't got the deal directly.

JONATHAN PAULINO: We got a deal for $40,000 the other day. We have a deal for $40,000. And if they can't pay their $40,000 in one shot, like, you know -- like let's say --

NCS1825: Do you drop the price on that or no?

JONATHAN PAULINO: Huh?

NCS1825: Do you drop the price on it, or does --

JONATHAN PAULINO: You can't drop -- you can't charge over 50 percent of their debt. You can't charge. They won't allow you to. It's illegal.

NCS1825: What the fuck did they do that they've been able to take this charge? That's crazy.

JONATHAN PAULINO: Nah, nigga. It's not, it's not. I'm telling you, it's not at all. I've been doing it. The reason why I'm closing is because I don't have people there and it's costing me more money to keep it open than -- you know what I'm saying?

NCS1825: So, what, you couldn't -- where's your team at, do you know?

JONATHAN PAULINO: Listen, I got Mercury Security right now. I just need people. If I get people, I got until the 30th of this month. If I don't get steady for losing the same amount of deals every week, I will close. I will just sell the office or I just keep my stuff and I'm closing. But so far --

NCS1825: But you don't got the deal directly to go over there, or no? Or is that through Gary -- the deal is through Gary, it's not yours.

JONATHAN PAULINO: No (inaudible). No, no, no, I got the (inaudible).

NCS1825: Oh. Yeah, because this guy Al called me, he said, oh, man, how's Jimmy going to go invest with Paulino now. You don't even know what they're doing.

JONATHAN PAULINO: This is what happened.

NCS1825: I don't know what the --

JONATHAN PAULINO: Chris is pitching Jimmy so he could get him money for opening an office. Because Chris wants the time, you know, be we all got the same connect right now. But right now Chris has got a good deal.

NCS1825: Mm-hmm.

JONATHAN PAULINO: He got on somebody that's giving him -- that's giving a bigger percentage and a faster payout. So -- and the guy is paying because he got paid

yesterday.

NCS1825: So I guess I -- when I --

NCS1825: Damn --

JONATHAN PAULINO: -- he called Jimmy and tried to get Jimmy to invest. But Jimmy, I guess -- I don't know what the fuck happened. That's why Jimmy showed up in the office and now he's trying to do it with me. Honestly, I don't know what I'm going to do because Jimmy -- you know how Jimmy is, man. I don't want -- I don't -- I've got my office and I got --

NCS1825: I don't know. I mean, I don't really -- you know, I just -- that's what Al was telling me, and you're texting me this morning like --

JONATHAN PAULINO: Well, Jimmy wants to give me the money. Jimmy wants to give me the money. But I don't think I'm going to take it.

NCS1825: Yeah.

JONATHAN PAULINO: I don't think I'm going to take it. I don't want that headache. I'm over here -- I'm over here trying to close my office and he's going to try to put me back in the game. Like I don't have time for that.

NCS1825: You don't got the drive any more.

JONATHAN PAULINO: Well, that and I just (inaudible) getting the reps to my office with cash

payouts and bonuses and then make my office work and then, you know, like that. But so why am I going to open a new room when I can't even do my own room?

NCS1825: That makes sense.

JONATHAN PAULINO: (Inaudible) my room. But I invested in my room, you know what I mean? Because my room is already up.

NCS1825: That's why Al got mad at me. He's like, you don't even know what's going on, the new program. I'm like -- he's like, oh, you're talking with Paulino.

DAVIS RIVAS: I know. I know --

NCS1825: And haven't talked to Paulino in a week.

JONATHAN PAULINO: I know that inside out. I know everything. It's a good program.

NCS1825: Yeah. That's why I was like, man, I probably --

JONATHAN PAULINO: If I got people -- I'm telling you, with three people, I'm producing about 40, 50,000 a week, with three people. And I don't have --

NCS1825: Damn, you don't even need --

DAVIS RIVAS: I only got (inaudible). I want to do 100,000 a week. That's what I want. Because the thing is --

NCS1825: Hey. How many -- does Chris got people?

JONATHAN PAULINO: We don't die. Yeah, they got they got -- there's a bunch of people in the rooms. Listen Chris is -- Chris is going to expand somewhere. I don't know where. With his brother.

NCS1825: Oh.

JONATHAN PAULINO: You know how it is. His brother is the one who's running everything because he don't even go to the office. He does everything through the phone. He doesn't go inside.

NCS1825: Mm-hmm.

JONATHAN PAULINO: That nigger -- that nigger is -- you know how he is. He's not (inaudible) but he's got this shit together, you know what I'm saying? He's got his shit together.

NCS1825: Yeah.

JONATHAN PAULINO: So what I'm saying is this: The program works. The thing is, if we don't get paid that much, so we still got to get -- look, marketing, right now I'm not paying marketing because I'm docking out, I'm docking out. And it's working fine. But --

NCS1825: Yeah.

DAVIS RIVAS: -- you only get paid 30 percent.

NCS1825: What?

JONATHAN PAULINO: And we got to pay payroll. Yeah --

JONATHAN PAULINO: Yeah, man. We're in the shark -- if you do less than 20, you get -- 20 and less, you get 30. Twenty to 40, you get 35, and then more than 40 you get 40 percent. You won't get less than 30, you don't get more than 40.

NCS1825: That's it?

JONATHAN PAULINO: Huh?

NCS1825: That's why you need to do more in order to cover costs, because if not you're -- that's crazy.

JONATHAN PAULINO: Oh, no. It's not how much it costs, honestly because I don't have marketing bills.

NCS1825: No, just the payroll, yeah.

JONATHAN PAULINO: Yeah, just payroll, whatever. But like I say, for you to rock up the way you rock up with L.I., you got to do 50 to 100K a week. It doesn't (inaudible) you can stay with like 20 percent -- 20 percent of the whole --

NCS1825: Mm-hmm.

JONATHAN PAULINO: You know what I'm saying. Because you can manage payroll to be at least 10 percent -- 10 to 12 percent. So if you manage to keep 18

percent, you'll be keeping 18K in one week.

NCS1825: Yeah, you're good right there. No headache, no nothing, no worries.

JONATHAN PAULINO: Yeah. That's good. You want to make ten a week or more, ten a week or more (inaudible) -- ten a week or more, you (inaudible) yeah, I'd be happy with that. Right now -- right now --

NCS1825: And you got to pay back -- charge back the refunds at 100 percent or --

JONATHAN PAULINO: No. There's no chargebacks, bro. There's no chargebacks. There's no refunds. There's nothing. (Inaudible) bro, I'm telling you, bro. We haven't heard one cancellation. After they charge the client, it's donezo. It's a done deal, bro. It's a law firm. These people aren't fucking around. That's why we need to go and write paperwork. When the paperwork is there, they're handling their business, they're doing -- they're providing the service to the client. So they can't charge back, bro. It's just notarized. They can't. They can't.

NCS1825: How do you get the notary from all the places? Like, there's people in every state. So how do they do that?

JONATHAN PAULINO: Yeah. We got a notary company. We have a notary company that's (inaudible).

NCS1825: Ahhh. Oh, like mobile notaries or something?

JONATHAN PAULINO: No, I don't know the name of it, but it's a notary company that -- whenever we send -- that notary company we got gets the deal done in one day. They have (inaudible).

NCS1825: And you got to pay them up front, or who pays them?

JONATHAN PAULINO: Yeah. You got to pay them up front. Once you can receive the paperwork notarized, you got to pay them right there. You put a call in (inaudible) and they automatic bill your ass. You got to pay.

NCS1825: Oh, my gosh.

JONATHAN PAULINO: So, yeah, we spend money on notaries. We spend, you know, $1,500, $1,000 a week or more in notaries depending on how much volume we do. It doesn't matter how much the deal is. The deal could be $100,000. It's only going to be the same amount for the notary. The notary is going to charge you one fee. That's why -- that's why we look for the notary closest to the people where they live.

NCS1825: Because they don't have the drivers.

JONATHAN PAULINO: Because they're going to charge

you more for gas and shit, you know. I mean --

NCS1825: That's smart, smart.

JONATHAN PAULINO: -- I'm doing it independently, too. I've been doing it independently. I don't use a company, because with using the company, they charge you more. When you go direct, like if I'm doing the leg work, I'll get -- I'll pay less. You know what I'm saying? So sometimes I try to save money and just do it myself. Huh?

NCS1825: Oh, okay. That makes sense.

JONATHAN PAULINO: It's a (inaudible) program, bro. It's --

NCS1825: It sounds like it's a hell of a fucking (inaudible).

JONATHAN PAULINO: Sure. I will not go back to L.I.. I won't go back.

NCS1825: It sounds like you guys got a gravy train.

JONATHAN PAULINO: There's people that's been around for two years. They've been doing it for two years, the same merchant. They never went down. These people are the real deal. They're not bullshit guys that (inaudible) guys these fail. (Inaudible) meetings and (inaudible). These guys fail. These guys --

NCS1825: Are they like -- are they like Michael Summo (phonetic) pretending to have a lawyer on file to do paperwork and whatever, or are they, like, official, like you went over there --

JONATHAN PAULINO: I don't know. They're the ones -- bro, listen. Once I submit the paperwork to them and they schedule the -- the welcome call goes green, the welcome call goes good, I do not find out anything about that no more. I get paid the next week and that's it.

NCS1825: So it's just straight -- just straight marketing group. That's their fucking sell, sell, sell.

JONATHAN PAULINO: Exactly. They pay us. We're basically a marketing company for the law firm, basically, because that's how we've been getting paid. We're only getting paid 30, 40 percent. So we basically are a marketing company. We have no liability. We just do the work, they do their -- I mean, we just sell, they do the rest. So at the end of the day --

NCS1825: Man, that sounds good, man.

JONATHAN PAULINO: -- I don't got no complaints.

NCS1825: How many people you need? I got people. I got some people I could send you.

JONATHAN PAULINO: I got it. I need at least -- I want to rock out with at least 10, 15 people. Right now

we're at least 10 people that could pop, we could -- I could be able to do at least 150 a week. Because, listen, I have done $100,000 in four deals. Four deals of 25k is high. You've just got to get --

NCS1825: You're good. You don't have no more headache.

JONATHAN PAULINO: Bro (inaudible). I don't want to close the office --

NCS1825: Damn, son.

JONATHAN PAULINO: -- but I don't want to sign a lease, man, because if I sign a lease I'm stuck for a whole year there again. And if I don't get the people and I don't produce enough --

NCS1825: Man, nah, I did month-to-month leases. When I got it, I did month to month.

JONATHAN PAULINO: The thing is I don't got it under my name, so I got it under this guy's name, Mark, and then that nigga is on my ass about, you know what I'm saying, paying the rent, all the days we didn't pay the rent, we went to eviction and they send them a letter with the lawyer. That nigga came all the way from West Palm talked shit. So the only way for me to keep the office open is either I sign a new lease or I move out. The lease is going to stay under his name --

NCS1825: Yeah. No, find something

smaller.

JONATHAN PAULINO: Why? I'm good. The building is only $780, bro. That's nothing. That's what I'm saying. Why am I going to close? I don't know. I don't know, man. I really don't know. I'm just going to ride it until the end of the month and then I'll see what happens.

NCS1825: I would just -- I was like, man, what the hell you talking about with Jimmy. I haven't seen Jimmy, man. I just got reamed by Al the last couple days.

JONATHAN PAULINO: Jimmy wants to open a room. It's not a bad idea, you know, to open a brand new room or whatever. I just don't want to do it. I don't want to have to -- I got my own shit with my own office. But why I'm going to get into another office --

NCS1825: Yes.

JONATHAN PAULINO: -- with his money and deal with Jimmy's shit, and if something happens then we got to -- no, we don't get no deals or if something happens -- bro, I can't even sustain my own office, and I'm going to go ahead and invest with him in another office?

NCS1825: Yeah. You got more headache.

JONATHAN PAULINO: No. I don't need it. I got

enough in my own office. With my own (inaudible) if 10 more people in there, my own office, I could be making $20,000, $30,000 a week myself. (Inaudible).

NCS1825: No partner, nothing. You good.

JONATHAN PAULINO: Yeah. By myself. So what the fuck I need -- I don't need nobody. I don't need that. I need people, that's it. I don't know where the reps are at. I'm offering cash, bonus or whatever, whatever, and they just --

NCS1825: They're in different places, man. You know how they are, you know --

JONATHAN PAULINO: Yeah, exactly. I don't care, bro.

NCS1825: I got a couple, but --

JONATHAN PAULINO: I got til the 30th. If I don't get people, then I'm done.

NCS1825: That's straight.

JONATHAN PAULINO: If I get people, then I get people. But it will --

NCS1825: Well, what's going on with the kids, man. How they doing? They doing good?

JONATHAN PAULINO: I'm going to get some people. That's the idea.

NCS1825: They'll find -- they'll

come. You'll find them. People always appear.

JONATHAN PAULINO: The program is good. And I know a room here in Orlando that has been open for almost three years doing this. And they never -- they never went down to merchant.

NCS1825: The business doing the same company.

JONATHAN PAULINO: That nigga is a millionaire. (Inaudible) is a millionaire, bro. We went to that nigga's room, that nigga has -- that nigga has stability with that shit, a lot of stability. And he came from L.I. And the thing is, nobody knows about the program. Nobody knows about it. So you want to keep it on the low, because they don't want to --

NCS1825: Yeah. They don't want everybody to flock into, like -- what happened with the pain cream? I thought it was going good.

JONATHAN PAULINO: L.I., L.I. started real good until everybody came in and they fucked it all up for everybody.

NCS1825: What happened with the pain cream, man?

JONATHAN PAULINO: No, fuck all that bullshit.

NCS1825: No?

JONATHAN PAULINO: (Inaudible) that company.

There's more money in this, bro. This is L.I. on steroids.

NCS1825: Come on.

JONATHAN PAULINO: I'm serious. This is L.I. on steroids. This is L.I. on steroids. I'm telling you, it's the best -- it's a good program. It's hard. It's hard to get in it It's hard to get in it. It's hard to find the right people. It's really -- that's why the people that have been doing it for that long, they never said anything because they don't want nobody to come in and fuck it all up.

NCS1825: And fuck up their shit, yeah.

JONATHAN PAULINO: Exactly. But this nigga has got money, bro. I'm telling you. There's only three rooms in Orlando doing this, and one of them is mine.

NCS1825: (Inaudible). That's good.

JONATHAN PAULINO: It's three different people, though. It's three different people. There's serious merchants out there that are law firms that are -- it's like (inaudible) the law firms (inaudible) brokerage. The law firm (inaudible).

NCS1825: Mm-hmm.

JONATHAN PAULINO: (Inaudible) telemarketing room, set it up to (inaudible) the lease, they get the lease, they do the (inaudible) they pay you. I mean, yeah,

there's a process, but you how many people you could get. That's just something that they don't got. It's like a resort, when they (inaudible) you fro the -- to sell the vacation. They want to --

NCS1825: The tours, yeah, right.

JONATHAN PAULINO: The same thing. It's the same thing you're doing now. It's the same thing. You provided them their lead, notarized and everything. Clients that wanted the service, here, here, here, because they do -- what do they do, they charge, they pay me. This is legitimate shit. And it's all legit, you know?

NCS1825: Man, sounds good. I mean, shit, you been doing it for a while so I guess you know what's up.

JONATHAN PAULINO: It's been good. I don't got no complaints. I told you, if I got 10 people, 10 heavy hitters in my office, I'll be -- I'll be set, nigga, bro. This year alone, I'll be set. Because them niggas is not going nowhere. They're not going nowhere.

Bro, we don't even call any more on Fridays to get a wire. We don't even call. We just -- at 2:00, bro, 2:00 or before 2:00 that money is there. We don't even call about the money. You know --

NCS1825: Damn, that's good.

JONATHAN PAULINO: We don't talk to them. We do not talk to these people. We don't -- I have never heard their voice.

NCS1825: They just send the money, boom.

JONATHAN PAULINO: I only hear the voice of the guy --

NCS1825: Send the money.

JONATHAN PAULINO: -- that handles, like, you know -- if there's an issue with a deal, there's a missing paper or something, they'll call us. That's the only guy. But once -- we already connect -- like, the connection is established, we never talk to them. Like, it's only like the tracker that will go in, oh, the e-mail is sent, okay, boom, okay; open the email, okay, look at the tracker, welcome call set, boom; okay, welcome call go, boom, they all going green, boom. We don't -- we don't talk to them. Money in the account on Fridays.

NCS1825: Man, that's good, man. Sounds like you guys got, like, good fucking people, bro.

JONATHAN PAULINO: They send you the report -- yeah, they send you the report, what everyone did for that week, you match with your deals, boom, boom, boom, if there's a deal missing it's because the cutoff time, the

deal will be in the next billing statement. As long as the dealing is done, boom. And, bro, whatever amount that says on there that you're going to get your wire, on point, boom. And --

NCS1825: Exact dollars.

JONATHAN PAULINO: -- we have -- we have asked for an advance before and they gave it to us. Three -- two times we asked for advance and they gave it to us. Oh, we need $3,000, boom, it's in the account. Yeah, bro. I'm telling you, they're legit. It's like (inaudible) -- to Gary, but I really don't (inaudible).

NCS1825: Yeah, I know. No, you're on the guy.

JONATHAN PAULINO: I don't know --

NCS1825: Fine, if I get any -- if I get any extra bodies --

JONATHAN PAULINO: The people that Chris got -- the people that Chris got is better. It's a better deal. It's a better deal.

NCS1825: Yeah?

JONATHAN PAULINO: That's the deal. That's why he wants Jimmy to get in, because Chris has got a better deal right now. Chris -- Chris' percentage is better and a faster payout. And they're paying because we sent a deal -- we sent a couple of deals over there and they're

paying.

NCS1825: Oh, that's good.

JONATHAN PAULINO: So I wish --

NCS1825: I don't know, man. You know -- I don't know what happened with --

JONATHAN PAULINO: My issue right now is popping deals.

NCS1825: Is getting deals. But you're good. If you got people, you're good. You don't even need nothing else.

JONATHAN PAULINO: Yeah. If I pop -- if I pop, I sign the lease. If I pop, I sign the lease. But you know how it is.

NCS1825: Yeah, I know, man. That sounds good.

JONATHAN PAULINO: I can't do it alone. I can't -- I can't keep, you know, selling -- I only got three people, bro, and two of those people are my brothers. So I don't really got anybody there. And that should (inaudible) if people from Chris get bailed, bro. The (inaudible) guy already shut down his office. Gary doesn't even have an office.

NCS1825: Really?

JONATHAN PAULINO: Gary doesn't have an office.

NCS1825: Man.

JONATHAN PAULINO: You know --

NCS1825: Wonder what he's been doing?

JONATHAN PAULINO: He isn't open because he gets from me and (inaudible). Remember he brung the notary -- the law firm.

NCS1825: Oh, yeah, that's his deal.

JONATHAN PAULINO: Yeah.

NCS1825: So he's there. That makes sense.

JONATHAN PAULINO: It's his deal. It's his deal.

NCS1825: Well, if you get a direct connect, man, I mean, you know, put me on, man. Don't leave me out, man. I want to make some money, man.

JONATHAN PAULINO: We just need reps. So I need -- if I get -- I need the reps.

NCS1825: Reps not a problem.

JONATHAN PAULINO: Do you have a room? Do you got something going?

NCS1825: I do, bro. I'm fucking trying to get another account. You know how that is.

JONATHAN PAULINO: Another account.

NCS1825: Yeah, I don't want, you know, headaches. Headaches. I was going to do some vacations. I was going to do some law (inaudible).

JONATHAN PAULINO: I also got another application --

I got a vacation-- and that's steady, too, bro. I need reps for that. I'm actually -- yeah, I'm actually investing -- not investing. I'm going to -- if I bring the people, I could get a percentage of the room. And that's people also merchant security, too. They've been up for like four years, never been back.

NCS1825: Yeah.

JONATHAN PAULINO: Yeah. And it's vacations.

NCS1825: Sounds like, man, you got some good shit. Four years and they do the -- they ship the package out, all the stuff, or --

JONATHAN PAULINO: Yeah, they do everything. They handle everything, customer service, they ship out the package. All you do is sell. And the percentage is amazing. The percentage that you get. Like, what I get, you're not going to believe if I tell you. I'm telling you, I even -- you know who I saw at the gym the other day? Daniel, Daniel Carter. And I called him the other day to ask him if I have some -- if he could give me some reps.

Now, I will --

NCS1825: Yeah, Danny --

JONATHAN PAULINO: The deal with a vacation is better than the debt elimination. I will take the deal for the vacation.

NCS1825: Okay. Well, let's see, man. Let's see if we can get together somehow.

JONATHAN PAULINO: What I'm trying to do is put --

NCS1825: You know Danny is the man. Danny is the man, bro. He knows what's up.

JONATHAN PAULINO: I need 10 vacation -- 10 vacation reps and 10 debt elimination reps, 10 L.I. reps and 10 vacation reps in my home, and, nigga, in one year I'll probably shut down the room.

NCS1825: Okay. That (inaudible). Well, man --

JONATHAN PAULINO: (Inaudible). It's (inaudible) bullshit because -- it's bullshit because I'm always fighting for a merchant. Now I'm fighting for --

NCS1825: Yeah. No, it sounds like you don't got no headaches with this program. It sounds like it's good.

JONATHAN PAULINO: Yeah. My headache is the sales now. I have an office --

NCS1825: It's always something.

JONATHAN PAULINO: -- I have bills.

NCS1825: It's never easy.

JONATHAN PAULINO: (Inaudible) which is not the hardest part. The hardest part is actually having somebody -- having the security -- the security for the

merchant, for the vacation and for the elimination shit is there. So I need more working doing some networking getting the reps. And if it means I have to train (inaudible).

NCS1825: I know. If I have -- if I don't get nothing, I'll send you whatever I got, man. I got like 14.

JONATHAN PAULINO: What you got? What you doing?

NCS1825: I got 14 people.

JONATHAN PAULINO: What you doing? Where?

NCS1825: Nothing. They're waiting for me to do something. Yeah, I was.

JONATHAN PAULINO: For vacation or L.I.?

NCS1825: Vacations, too. Both. I have 10 for vacation, 14 for L.I.

JONATHAN PAULINO: Yeah?

NCS1825: But if I don't get nothing going, you know, they're going to want to go. So --

JONATHAN PAULINO: (Inaudible) for the vacation and I'll put you on and I get a cut.

NCS1825: Okay. That's fine.

JONATHAN PAULINO: You're going to be happy with that.

NCS1825: You can (inaudible).

JONATHAN PAULINO: They're going to be with a smile

on your face.

NCS1825: Okay. Well, listen, I got to go get London, man. I'm going to hit you up.

JONATHAN PAULINO: (Inaudible). If you got --

NCS1825: We'll go over it later. I got people for vacation. Like, come on, man, I'm a vacation guy, man.

JONATHAN PAULINO: I'll (inaudible) your percentage is going to be so good you're going to say, nah, that's bullshit, you can't do that. That sounds fake. And it's not. And it's not fake. It's not fake.

NCS1825: Okay.

JONATHAN PAULINO: It's not fake.

NCS1825: Well, I got to go get the baby, bro.

JONATHAN PAULINO: Just confirm, if you got -- everything that I'm telling you right now, those merchants are, I got there because I already ran through it and they're already paying.

NCS1825: No. You already know it's good. You know, you did the guinea pig, so --

JONATHAN PAULINO: The vacation, I really did my principal rules, I seen the people that have been there for a long time, they're not bullshit. These people are real. This vacation. This nigga got money, though.

This nigga -- if you seen this nigga's houses, man (inaudible). Nigga, he made me feel like I'm poor.

NCS1825: Man.

JONATHAN PAULINO: I'm a broke-ass nigga. I'm a broke-ass nigga compared to this dude.

NCS1825: Okay. Well, I'm going to let you know what's up. I'll see what's up.

JONATHAN PAULINO: This nigga is (inaudible).

NCS1825: We all live life, man. As long as we breathing and shit, we good.

JONATHAN PAULINO: Nah. If you see what --

NCS1825: I'm going to hit you up and see what's up.

JONATHAN PAULINO: If you see how they got it, if you see how they got it, you'll be like, what are they doing?

NCS1825: If I see how they got it, I'm going to be like, you hiring for janitor position?

JONATHAN PAULINO: I'm telling you, I'm telling you, I need -- I need reps for vacation right now because --

NCS1825: Well, if I don't get nothing -- if I don't get nothing by tomorrow, I'll refer people over to you.

JONATHAN PAULINO: (Inaudible) wants to invest with Jimmy because he got -- he's got vacations, he got debt elimination, he got all that. So he wants to get a

bigger room with a bunch of people and then bang it out. That's they reason why he wants to do it. Me, he could do it because he could do it. I can't because I don't have the people. I'm not going to lie to myself and I'm not going to lie to Jimmy.

NCS1825: Nah, nah --

JONATHAN PAULINO: So if you would be able to (inaudible) Jimmy and (inaudible) pop off and do all that shit big, that shit's getting my room popping up.

NCS1825: That will make sense. You got to have your stuff first before you can do the next room. But you know how it is, man. You know, you always some investor. Plus, I don't know why they -- I don't now they pissed him off, you know. Because he says I'm only going to work with Paulino, I don't even want to talk to you. He cussed me out basically. And now --

JONATHAN PAULINO: These guys are pissed off at Gary. How you don't know about this program, blah, blah, blah. I'm like man, I don't know. I haven't talked to him in weeks. I told you, I been getting my own stuff, like --

JONATHAN PAULINO: He spoke to me yesterday and I explained to him, look, just like I did with you. And he understands now. But, you know, just like -- there's more into it, you know what I'm saying. But once you get

in -- he can't. He can't. If he wants to go and recruit, that's fine, but I"m not going to do it. I'm not going to do it.

NCS1825: Yeah.

JONATHAN PAULINO: Because I don't have -- I don't have -- I don't have the time --

NCS1825: If you decided -- hey, listen, look. Your best case scenario --

JONATHAN PAULINO: I don't have the time for a bunch of headaches.

NCS1825: Yeah, nah. I'm saying, if by the 30th you don't do something, then, you know, maybe it would be worth it. AT least you got to make something.

JONATHAN PAULINO: Yeah. I mean --

NCS1825: If not, hey, don't do it.

JONATHAN PAULINO: Like I say, I'll put you on and then he could come off and he could bring his own people. But I'm not going to do it. If I can't do my own office, I'm not going to do nobody else's office. And if I lose, I like to make my money. I don't want to lose anybody else's money.

NCS1825: Yeah, makes sense. (Inaudible).

JONATHAN PAULINO: Losing money is already a

headache, and then you have somebody on top of you, you know?

NCS1825: Yeah, yeah. Stressful, stressful. You know how that goes.

JONATHAN PAULINO: (Inaudible).

NCS1825: I just got over here to the baby school, so I'm going to call you back, bro. I'll holler at you later on.

JONATHAN PAULINO: Bye.

NCS1825: All right, bye.

(The call was concluded.)

(The recording was concluded.)

C E R T I F I C A T I O N O F T Y P I S T

MATTER NUMBER: 1423256

CASE TITLE: PAYLESS SOLUTIONS, LLC

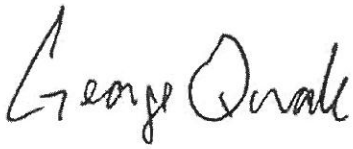
TAPING DATE: APRIL 8, 2015

TRANSCRIPTION DATE: JUNE 1, 2015

REVISION DATE: JUNE 8, 2015

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: JUNE 8, 2015



GEORGE QUADE

C E R T I F I C A T I O N O F P R O O F R E A D E R

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



SARA J. VANCE

Attachment B

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

ADAM H. PUTNAM
COMMISSIONER

COMMERCIAL TELEPHONE SELLER BUSINESS LICENSE APPLICATION PACKET

Florida Telemarketing Act
ss. 501.601 – 501.626, Florida Statutes
5J-6.005

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Make check or money order payable and remit with application to:

FDACS
P.O. Box 6700
Tallahassee, FL 32399-6700

All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

Please type or print. Additional pages may be attached if additional space is needed. Please ensure that all attachments reflect the organization's name or license number and the number of the corresponding question. **All fees are non-refundable.**

Business Information

1. Name of Business *(If applicant is not an individual, state the legal name of the entity as registered with the Florida Division of Corporations)*:
AGENT MED ALERT LLC

Fictitious *(DBA)* **Name:**
N/A

All fictitious names must be registered with the Division of Corporations. If business is an individual then 'Name' is the legal name of the business as listed with the Division of Corporations.

2. Business Physical Street Address *(include APT or SUITE # in all address lines)*: **Is this a mail-drop?** ☐ Yes ☒ No
2950 W Cypress Creek Road, Suite #206

City:	State:	Zip Code:
Fort Lauderdale	FL	33309 - 1702

Mailing Address *(if different from above)*:
2950 W Cypress Creek Road, Suite #206

City:	State:	Zip Code:
Fort Lauderdale	FL	33309 - 1702

3. Telephone Number: (954) 709 - 7383
Fax Number: (N/A) ____ - ____
Email Address: To Be Determined
Website: To Be Determined
Future correspondence may be electronic, so please make sure that the provided email is accurate and valid.

4. Form of organization:
☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other *(please describe)*:
If the applicant is a corporation, provide a copy of the articles of incorporation and the bylaws. If the applicant is a partnership, provide a copy of any written partnership agreement.

Date Incorporated or legally established: 07 / 21 / 2014 (Month / Day / Year)
State: Florida

Org Code: 42 10 06 07 000
EO: A2
Object Code: 002050 $1,500.00

DTN/FAID: 2595151
15-03746035-0001
1,500.00 08/08/2014
Dep#991314

5. Federal Employer ID Number *[119.092, F.S.]*: [redacted]

APPLICANT WORK HISTORY

6. List each business or occupation engaged in by the applicant **(If applicant is an entity other than a natural person, then 'applicant' is the entity; if sole proprietor, then 'applicant' is the natural person)** during the 3 years **immediately preceding** the date of the application and the location thereof. You **must** account for the **last 3 years** whether employed or unemployed. Attach a separate sheet if necessary. *[501.605(2)(b), F.S.]*

a. **From:** 07 / 21 / 2013 **To:** **Present**

Title *(Occupation)*: Sales Manager

Name of Business: Global Fulfillment Services

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 2455 E. Sunrise Blvd, Suite # 901

City: Fort Lauderdale **State:** FL **Zip Code:** 33304 - 3112

b. **From:** 05 / 17 / 2011 **To:** 07 / 21 / 2013

Title *(Occupation)*: Sales Manager

Name of Business: Sutherland Global Services

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 441 South Salina Street

City: Syracuse **State:** NY **Zip Code:** 13202 -

7. **Does the applicant have previous experience as a commercial telephone seller or salesperson?** *[501.605(2)(c), F.S.]*

☒ **Yes** ☐ **No** **If yes,** provide previous experience *(in months)* as a commercial telephone seller or salesperson: 3

8. List all parent or affiliated entities that will engage in a business transaction with the purchaser relating to any sale solicited by the applicant; or accepts responsibility or is otherwise held out by the applicant as being responsible for any statement or act of the applicant relating to the sale solicited by the applicant: *[501.605(2)(i), F.S.]* ☒ **N/A**

Parent ☐ **Affiliate** ☐ **Legal Name:**

Fictitious (DBA) Name(s):** **Physical Address:**

City: **State:** **Zip Code:** -

Telephone Number: ( ) -

Form of organization:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(please describe)*:

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: **State:**

Month / Day / Year

Parent ☐ Legal Name:
Affiliate ☐

Fictitious (DBA) Name(s)**: Physical Address:

City: State: Zip Code:

Telephone Number:
( ) -

Form of organization:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(please describe)*:

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: State:
Month / Day / Year

***All fictitious names must be registered with the Division of Corporations. If applicant is not an individual then 'Name' is the legal name of the applicant as listed with the Division of Corporations. You must list all names under which you intend to do business.*

CRIMINAL AND LITIGATION HISTORY *[s.501.605(2)(d-h), F.S.]*

9. Please select either **YES** or **NO** to the questions below for the applicant. If applicant is an entity other than a natural person, then "applicant" refers to the entity. If sole proprietor, then "applicant" is the natural person. If you answered yes to any of the following, please explain your answer below (make additional copies as needed).

a. Has the applicant previously been arrested for, convicted of, or is under indictment or information for, a felony? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ■ No

b. Has the applicant previously been convicted of, under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ■ No

c. Has the applicant ever been convicted of acting as a salesperson without a license, either judicial or administrative? ☐ Yes ■ No

d. Has a judicial or administrative finding been entered finding you were previously convicted of acting as a salesperson without a license? ☐ Yes ■ No

e. Has the applicant ever applied for a salesperson license that has been refused, or had a salesperson licensed revoked or suspended in any jurisdiction? ☐ Yes ■ No

f. Has the applicant worked for, or been affiliated with, a company that has had entered against it an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, and assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ■ No

g. Has any one or more of the following been entered against the applicant: an injunction, a temporary restraining order, or a final judgment or order, an assurance of voluntary compliance, or any similar document in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? Is any litigation pending against the applicant? ☐ Yes ■ No

Legal Name: Court/administrative agency rendering the decision, judgment, or order:

Governmental agency which brought the action: Nature of conviction, judgment, order or action:

Date of Action: / / Docket Number: Was adjudication withheld? ☐ Yes ☐ No

10. List the following information for each officer, director, trustee, shareholder, owner, or partner of the applicant, and of each person responsible for the management of the business of the applicant; list all affiliates; list each office manager other person principally responsible for a location where the applicant intends to do business. **Make additional copies as necessary.**

Legal Name: Christopher Lloyd Brown
Title: Owner

Previous or A.K.A. Names: Not Applicable

Date of Birth: [redacted]
Driver's License Number: [redacted]
State of Issue: Florida

Current Physical Home Address *(if applicable please include suite, apartment and/or unit numbers)*: [redacted]

City: Fort Lauderdale
State: FL
Zip Code: [redacted]

Does this person have previous experience as a commercial telephone seller or salesperson: ☒ Yes ☐ No

If Yes, Name of Firm: Global Fulfillment Services

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 2455 E Sunrise Blvd, Suite 901

City: Fort Lauderdale
State: FL
Zip Code: 33304 - 3112

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. Make additional copies as necessary *(s. 501.606, F.S.)*

a. Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

b. Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☒ No

c. Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐ Yes ☒ No

d. Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or has responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐ Yes ☒ No

Legal *(True)* Name:
Court/administrative agency rendering the decision, judgment, or order:

Governmental agency which brought the action:
Nature of conviction, judgment, order or action:

Date of Action: / /
Docket Number:
Was adjudication withheld? ☐ Yes ☐ No

11. List all salespersons or other persons employed by the applicant. All salespersons must be separately licensed (see form DACS-10005, Commercial Telephone Salesperson – Individual License Application Packet). Use a separate sheet for each person. Provide a statement if you have no salesperson(s) at the current time.

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. **Make additional copies as necessary.** *[s. 501.606, F.S.]*

Legal Name: _____ **Previous or A.K.A. Name(s):** _____

Current Home Address: _____

City: _____ **State:** _____ **Zip Code:** _____ - _____ **Date of Birth:** ____ / ____ / ____

Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ **Yes** ☐ **No**

Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐ **Yes** ☐ **No**

Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐ **Yes** ☐ **No**

Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or has responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐ **Yes** ☐ **No**

Legal *(True)* Name: _____ **Court/administrative agency rendering the decision, judgment, or order:** _____

Governmental agency which brought the action: _____ **Nature of conviction, judgment, order or action:** _____

Date of Action: ____ / ____ / ____ **Docket Number:** _____ **Was adjudication withheld?** ☐ **Yes** ☐ **No**

FDACS-10001 Question 11:

Agent Med Alert, llc currently has no salespersons at this time.

12. List all locations from which the applicant will be doing business and include a list of all phone numbers associated with each address. **(Attach a separate sheet if necessary)** *[501.605(2)(j-k), F.S.]*

Legal Name of Business:
AGENT MED ALERT LLC

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*
2950 W Cypress Creek Road # 206

Is this a mail-drop? ☐ Yes ■ No

City: Fort Lauderdale **State:** FL **Zip Code:** 33309 - 1702

Telephone Number: (954) 709 - 7383

Name of Location Manager: To be determined

Legal Name of Business:
Not Applicable

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Telephone Number: ( ) -

Name of Location Manager:

Legal Name of Business:

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Telephone Number: ( ) -

Name of Location Manager:

Legal Name of Business:

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Telephone Number: ( ) -

Name of Location Manager:

Legal Name of Business:

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Telephone Number: ( ) -

Name of Location Manager:

Questions numbered 13 – 17, check only "a," "b," or "c" *(if applicable)* **and complete those selected requirements.**

13. ☐ **a.** Attached and marked Exhibit 2 are copies of all sales scripts given to those soliciting for the applicant. *[501.605(2)(l)3, F.S.]*

☐ **b.** The applicant does not use sales scripts.

14. ☐ **a.** Attached and marked Exhibit 3 are copies of all sales information or literature the applicant provides to salespeople or
of which the applicant informs to applicant's salespeople (including, but not limited to, scripts, outlines, instructions and information regarding how to conduct telephonic sales, sample introductions, sample closings, product information and contest or premium award information.) *[501.605(2)(l)3, F.S.]*

☐ **b.** The applicant does not provide salespersons with or inform salespersons of any sales information or literature described in 12(a).

15. ☐ **a.** Attached and marked Exhibit 4 are copies of all written material the applicant sends to any prospective or actual purchaser. *[501.605(2)(l)3, F.S.]*

☐ **b.** The applicant does not send any written material to any prospective or actual purchaser.

16. ☐ **a.** The applicant informs prospective or actual purchasers that the purchaser is eligible to receive certain items which may be referred
to as gifts, premiums, bonuses, prizes, or otherwise, and **EACH** of the following apply: *[501.614, F.S.]*

- The item(s) is/are offered unconditionally;
- The buyer has seven (7) days to return the goods or cancel services;
- The buyer will receive a full refund in thirty (30) days;
- The buyer has the right to keep the gift, premium, bonus or prize without cost.

☐ **b.** If the applicant or applicant's salespeople represent or imply to prospective or actual purchasers that the purchaser will receive
certain specific items or one or more items from among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate, whether the items are referred to as gifts, premiums, bonuses, prizes, or otherwise, list the following:

Item offered: _____

Price or value of worth: $ _____

Basis for valuation: _____

Price paid by applicant: $ _____

Supplier's Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

☐ **c.** Does not apply.

(Attach additional pages as necessary using same format)

17. ☐ **a.** A purchaser receives all of the items described by applicant's salespeople. *[501.614(5), F.S.]*

☐ **b.** Complete the following in the event a purchaser does not actually receive all of the items described by the seller or salesperson:

- Applicant decides which item or items a particular prospective purchaser is to receive in the following manner:

_____

- The odds a single prospective purchaser has of receiving each item described is:

- The name and address of each recipient who has during the preceding 12 months (or if applicant has not been in business that long, during the period applicant has been in business) received any gift, premium, bonus prize:

Name:

Address:

City: State: Zip Code:

Name:

Address:

City: State: Zip Code:

(Attach additional pages as necessary using same format)

☐ c. Applicant does not represent or imply prospective or actual purchasers will receive certain specific items, one or more items among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate.

18. ☒ Attached and marked as Exhibit 5 is a copy of the written statement of terms and conditions provided to the purchaser. *[501.614(3), F.S.]*

19. Provide the following information for EACH institution where banking or similar monetary transactions are done by the applicant: *[501.606(3), F.S.]*

Name of Institution: JP Morgan Chase Bank **Name of Contact Person:** Hassan Kazi

Telephone Number: (954) 523 - 8122 **Account Number(s):** [redacted]

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):* 790 E Broward Blvd

City: Fort Lauderdale **State:** Fl **Zip Code:** 33301 - 2095

Name of Institution: **Name of Contact Person:**

Telephone Number: ( ) - **Account Number(s):**

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

City: **State:** **Zip Code:** -

20. Name and address of agent in Florida who is authorized to receive service of process:

Legal Name:
CS-America OP LLC

Current Physical Address *(If applicable please include suite, apartment and/or unit numbers):*
1994 E Sunrise Blvd # 223

City:	**State:**	**Zip Code:**
Fort Lauderdale	FL	33304 - 1462

Telephone Number:
( ) -

21. Brief description of product(s) sold and/or service(s) provided:

Customer relationship and sales of health related services as well as comfort products.

22. Title 18, Part I, Chapter 61, Sec. 1301, United States Code prohibits procuring for a person in 1 State a ticket, chance, share, or interest in a lottery conducted by another state. Do you now or do you intend to solicit the sale of memberships in a lottery club across state lines? ☐ **Yes** ☐ **No**

IN ADDITION TO THE DOCUMENTS REQUIRED ABOVE, PLEASE ATTACH ONE OF THE FOLLOWING FORMS OF SECURITY IN THE MINIMUM AMOUNT OF $50,000.

☒ **Surety Bond** ☐ **Letter of Credit** ☐ **Certificate of Deposit**

The security must be issued by a company authorized to transact business in this state. You must maintain the security as long as the license is in effect.

☐ **LICENSING FEE - $1,500,** Check or Money order made payable to FDACS. Additionally, provide $50 per salesperson. **All** salespersons must be separately licensed (use Department Form DACS–10005, Commercial Telephone Salesperson – Individual License Application Packet), these licenses are non-transferable.

I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION PROVIDED IN ANSWER TO QUESTIONS 1-22, AND IN THE EXHIBITS ATTACHED HERETO, IS TRUE AND CORRECT. I understand that the Department of Agriculture and Consumer Services will conduct an investigation of my background. In that regard, I hereby waive any right of confidentiality as it reasonably relates to this inquiry.

I hereby give my permission and waive any provisions of law that forbid any court, police agency, employer, firm, or person, from disclosing any knowledge or information they have concerning me which is requested by the Florida Department of Agriculture and Consumer Services. I further consent and request that the Division Director of the Division of Consumer Services, or the Director's representative, be provided with a certified copy of any such record concerning me which is deemed necessary in the performance of their investigation. ALL PERSONS LISTED IN NUMBER 10 (EXCEPT SALESPERSONS specified in Number 11) MUST SIGN AND DATE THIS VERIFICATION.

Signature	Name please type or print	Title please type or print
	Christopher L Brown	Owner
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
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Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print
Signature	Name please type or print	Title please type or print

Not Applicable

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

ADAM H. PUTNAM
COMMISSIONER

COMMERCIAL TELEPHONE SELLER AFFIDAVIT OF EXEMPTION

Florida Telemarketing Act
ss. 501.601 – 501.626, Florida Statutes
5J-6.013

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Send completed application to:

FDACS
Terry Lee Rhodes Building
2005 Apalachee Parkway
Tallahassee, FL 32399-6500

All documents and attachments submitted with this affidavit are subject to public review pursuant to Chapter 119, F.S.

PLEASE TYPE OR PRINT. Additional pages may be attached if additional space is needed. Please ensure that all attachments reflect the organization's name and the number of the corresponding question.

Business Information

1. **Legal Name of Business** *(If applicant is not an individual, legal name as registered with the Florida Department of State)*:

Fictitious *(DBA)* **Name:**

All fictitious names must be registered with the Division of Corporations. If business is not an individual then 'Name' is the legal name of the business as listed with the Division of Corporations.

2. **Principal Street Address** *(Include APT or SUITE # in all address lines)*: **Is this a mail-drop:** ☐ Yes ☐ No

City: **State:** **Zip Code:** _____ - _____

Mailing Address *(If different from above)*:

City: **State:** **Zip Code:** _____ - _____

3. **Telephone Number:** (_____) _____ - _____ **Fax Number:** (_____) _____ - _____

Email Address: **Website:**

Future correspondence may be electronic, so please make sure that the provided email is accurate and valid.

4. **Federal Employer ID Number (FEIN):**

_____ - _____

5. List all locations from which you will be doing business, that are intended to be covered under this affidavit.
(Attach a separate sheet if necessary)

Legal Name of Business:

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers)*:

City: **State:** **Zip Code:** _____ - _____

Not Applicable

Legal Name of Business:

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

City: **State:** **Zip Code:** -

Legal Name of Business:

Physical Street Address *(If applicable please include suite, apartment and/or unit numbers):*

City: **State:** **Zip Code:** -

Check here if no additional locations are to be covered under this affidavit. ☐ **N/A**

Basis for Exemption

STATE OF: _____

COUNTY OF: _____

Personally appeared before me, the undersigned authority _____,
Name of Person Making Statement

whose title is _____ of _____
Title of Person Making Statement *Name of Business*

located in _____ located at _____
City, State and Zip Code *Street Address*

who, having first made due oath or affirmation, says:

This business is exempt from the licensing requirements of the Florida Telemarketing Act, Chapter 501, Part IV, Florida Statutes, because it meets the requirements of the following exemption(s): CHECK ALL THAT APPLY

☐ *§501.604(2), F.S., exempts a person soliciting for religious, charitable, political, or educational purposes. A person soliciting for noncommercial purposes is exempt only if that person is soliciting for a nonprofit corporation and if that corporation is properly registered as such with the Secretary of State and is included within the exemption of s.501(c)(3) or s.501(c)(6) of the Internal Revenue Code.*

☐ *§501.604(3), F.S., exempts a person who does not make the major sales presentation during the telephone solicitation and who does not intend to, and does not actually, complete or obtain provisional acceptance of a sale during the telephone solicitation, but who makes the major sales presentation and completes the sale at a later face-to-face meeting between the seller and the prospective purchaser in accordance with the home solicitation provisions in this chapter. However, if a seller, directly following a telephone solicitation, causes an individual whose primary purpose it is to go to the prospective purchaser to collect the payment or deliver any item purchased, this exemption does not apply.*

☐ *§501.604(5), F.S., exempts a person primarily soliciting the sale of a newspaper of general circulation.*

☐ *§501.604(6), F.S., exempts a book, video, or record club or contractual plan or arrangement: (a) Under which the seller provides the consumer with a form which the consumer may use to instruct the seller not to ship the offered merchandise. (b) Which is regulated by the Federal Trade Commission trade regulation concerning "use of negative option plans by sellers in commerce." (c) Which provides for the sale of books, records, or videos which are not covered under paragraphs (a) or (b), including continuity plans, subscription arrangements, standing order arrangements, supplements, and series arrangements under which the seller periodically ships merchandise to a consumer who has consented in advance to receive such merchandise on a periodic basis.*

☐ *§501.604(9), F.S., exempts a person soliciting the sale of services provided by a cable television system operating under authority of a franchise or permit.*

- ☐ *§501.604(10), F.S., exempts a business-to-business sale where: (a) The commercial telephone seller has been operating continuously for at least 3 years under the same business name and has at least 50 percent of its dollar volume consisting of repeat sales to existing businesses. (b) The purchaser business intends to resell or offer for the purposes of advertisement or as a promotional item the property or goods purchased; or (c) The purchaser business intends to use the property or goods purchased in a recycling, reuse, remanufacturing, or manufacturing process.*
- ☐ *§501.604(11), F.S., exempts person who solicits sales by periodically publishing and delivering a catalog of the seller's merchandise to prospective purchasers, if the catalog: (a) Contains a written description or illustration of each item offered for sale. (b) Includes the business address or home office address of the seller. (c) Includes at least 20 pages of written material and illustrations and is distributed in more than one state. (d) Has an annual circulation by mailing of not less than 150,000.*
- ☐ *§501.604(12), F.S. exempts a person who solicits contracts for the maintenance or repair of goods previously purchased from the person making the solicitation or on whose behalf the solicitation is made.*
- ☐ *§501.604(17), F.S., exempts a business soliciting exclusively the sale of telephone answering services provided that the telephone answering services will be supplied by the solicitor.*
- ☐ *§501.604(21), F.S., exempts a person soliciting business from prospective consumers who have an existing business relationship with or who have previously purchased from the business enterprise for which the solicitor is calling, if the solicitor is operating under the same exact business name.*
- ☐ *§501.604(22), F.S., exempts a person who has been operating, for at least 1 year, a retail business establishment under the same name as that used in connection with telemarketing, and both of the following occur on a continuing basis: (a) Either products are displayed and offered for sale or services are offered for sale and provided at the business establishment. (b) A majority of the seller's business involves the buyer obtaining such products or services at the seller's location. If applying for this exemption, please provide all documentation required in Florida Administrative Code Rule 5J-6.013(2).*
- ☐ *§501.604(24), F.S., exempts any person which has been providing telemarketing sales services continuously for at least 5 years under the same ownership and control and which derives 75 percent of its gross telemarketing sales revenues from contracts with persons exempted in this section.*
- ☐ *§501.604(26), F.S., exempts a publisher, or an agent of a publisher by written agreement, who solicits the sale of the publisher's periodical or magazine of general, paid circulation. The term "paid circulation" shall not include magazines that are only circulated as part of a membership package or that are given as a free gift or prize from the publisher or agent of the publisher by written agreement.*

This affidavit is made to claim an exemption from the licensing requirements of the Florida Telemarketing Act in order that the affiant's business may obtain an occupational license. I understand that §501.616(4), F.S., provides it is unlawful for any commercial telephone seller or salesperson to engage in non-exempt commercial telephone solicitation activities without a license and provides for civil penalties of up to $10,000 per violation in §501.619, F.S. In addition, §501.623(3), F.S., provides that any commercial telephone seller or salesperson who engages in non-exempt telemarketing activities without a license commits a felony of the third degree. Should the nature of these business activities change, the Department shall be notified immediately of the change so that a new determination of the applicability of the Act can be made at that time.

_____ _____
Affiant's Signature *Date*

Sworn to (or affirmed) and signed before me, this _____ day of _____ , 20 _____, by

_____, who is personally known to me or who has produced as identification.

MY COMMISSION EXPIRES:

SEAL/STAMP

_____
(Notary Public Signature)

_____
(Notary Public Name, Please Print)

OPTIONAL QUALIFIER SCRIPT (Exhibit 2)

Hi, This is (your name) with (your company name).

How are you today?

I'm calling because you pre-qualify for no cost, Medical Alert System, unit with the lowest monitoring fee.

Mr./Mrs._____. Whether you are having a medical emergency, fire, burglary, or just need the comfort of knowing someone is there for you, simply press your waterproof pendant or wristband and speak hands free directly to an Exclusive EMT Certified Monitoring center 24/7. This system will give you the security of knowing that with the touch of a button, you can get immediate assistance should an accident, fall, or any other type of medical emergency greet you unexpectedly. Even if you hear a burglar in your home the system will alert the proper authorities so that you will have the protection you need and hopefully the sound of the 911 operator will scare off a burglar.

Our equipment is free for you today all you pay is for the monthly service which can be cancelled at anytime.

Please allow me to transfer you over to our "Emergency Alert Specialist" so they explain how this offer works and get your system mailed out ASAP, ok? (need affirmative response). Great, Please hold (transfer call)

SALES SCRIPT (Exhibit 2)

(INTRO):
HI, *(customer name)*? Hi *(customer name)* this is *(your name)* calling from *(your company)* You have been selected to receive a Medical Alert System for either you or a family member. This call may be recorded for quality control.

(SCRIPT):
This is the same system as seen on TV with Dick Van Patten and recommended by "Good Housekeeping." Medical Alert Devices have also been recommended by the American Diabetes Association and featured in Newsweek Magazine. The equipment is valued at over $350. Medical alert systems have become essential in helping to keep you or your loved ones safe and secure in the event of a medical emergency. Are you familiar with the Medical Alert System?

THE PRODUCT (Exhibit 3)

The LIFEWatch Medical Alert system has been featured in numerous well known periodicals such as Newsday, The Washington Post, US News, and more. The commercials have aired nationally with Dick Van Patten as the official spokesperson. It is the only EMT-Certified Medical Monitoring in the U.S. It is the most affordable service available and requires no contract.

The way it works is simple. Simply press the LIFEWatch button on either the necklace or wristband and you can speak "hands-free" with the LIFEWatch Care Center from anywhere in your home. A LIFEWatch certified EMT will notify emergency services, family and friends.

The next few years are going to see a huge growth in the 65 and older population. 4 out of 10 seniors will experience a fall that requires assistance. The average time *they will spend waiting for assistance without a medical alert device is 15 hours.* By becoming a marketing partner with LIFEWatch you are partnering with a company that has years of experience in elderly care products that fulfill a genuine need that saves lives.

ADDITIONAL PRODUCTS (Exhibit 3)

$20-$40: MediLok key Lockbox-Prevents broken doors and windows ($40 VALUE)

FREE: Voice Remote- This revolutionary device allows a telephone conversation by simply pressing the pendant during incoming phone calls. No need to get out of your chair or off the couch. No more missed calls! ($60/yr value)

(Customer Name) the way it works is simple. If you or a family member has a medical emergency, fire, or burglary, even something so simple as a fall that you have difficulty getting up from, simply push the button on a lightweight waterproof necklace or bracelet and speak hands free from anywhere in the home to a live operator, who is a fully trained Emergency Medical Technician, who has all your personal contacts on file. They will attempt communication with you, evaluate your situation and immediately get help for you, notify family or 911, and comfort you until help arrives. However, whether we communicate with you or not, help is always on the way, from anywhere inside your home as well as your property outside. This medical alert unit has the farthest range of any – up to 1500ft. The unit is free for as long as you are a customer, you are only billed for the service. Our service is one of the most affordable on the market. You pay only $34.95 plus shipping and handling for your first month of service, and it can be cancelled at any time, there is never a contract. In addition, we are also offering, free today, a daily wellness check that can be set up so that everyday at a pre-determined time of your choosing the medical alert company will contact you through your medical alert device to make sure everything is ok. You truly will never be more than 24 hours without someone checking up on you.

Your total package includes:
The Medical Alert Base station with speaker and 1500 ft.range and Voice Remote, so you can even answer your phone without getting up!, wrist and necklace adaptor and one button, and the daily wellness check. This package has a value at over $350. You pay nothing except the monthly service fee of $34.95 plus shipping and handling.

(Customer Name) we would like to ship your equipment out to you today, so it will arrive within the next 10-14 business days. Your service starts as soon as you receive it and activate the unit and remember there is no contract.
Now I just need to verify that we have all of your information in our system correctly. Please hold ok? (Make sure they stay on the line with an affirmative response.)

VERIFICATION SCRIPT (exhibit 3)

Hi (customer name), thanks for standing by. This is the verification department for (your company name) and my name is (your name) and todays date is (month/day/year). This line is being recorded for quality control, ok? (need affirmative response).

Can you please state you first and last name?

Great, now (customer name),Your total package includes The Medical Alert Base station with speaker and 1500 ft.range and Voice Remote, so you can even answer your phone without getting up!, wrist and necklace adaptor and one emergency button, and the daily wellness check.

Now I just need to verify that we have all of your information in our system correctly.

- We have your first name as _____. Correct?
- We have your last name spelled _____. Correct
- And is this unit for you or someone else? And what is their name?
- And I have your mailing address as _____. Is that correct? Is this the address you would like your package mailed to? (Spell it out to ensure accuracy)
- Is that the address where the equipment will be installed? (If not): What is that address?
- What's the phone number there? And this is a (cellular, voip, regular) phone line?
- And your email address? (not required)
- In case of an emergency it is very important that we have an emergency contact for you. Who would you like us to contact? (This is Emergency Contact Info)
- And what is their telephone number?
- To better assist paramedics, what is the primary medical concern?
- Do you still have your credit card (or checkbook) handy, or do you need me to hold?
- Go ahead and give me the credit card number (or numbers at the bottom of the check, first nine are the routing numbers, the rest are the account numbers)
- And the expiration date?
- And the billing address?

Great! Now we have made things real simple with two of our best payment options. Rather than pay monthly, you can pay quarterly which covers you for three months, or annually which covers you for a full year. With either the quarterly or annual plans we will include free shipping. The quarterly plan is only $99.99 billed once every three months and the annual plan is only $384.45 for a full year, which includes a free month of service. Would you prefer the annual plan or the quarterly? (Wait for response.)

(BILLING CONFIRMATION QUARTERLY):
Great! Now (customer name) today's date is (Full Date) Your first 3 months month of service will be billed today (or post date) at only $99.99 to the credit card (checking account) you just provided and shipping will be free, ok? (Need affirmative response) You will receive your entire package in 10-14 business days (unless Post Dated) which will include the state of the art monitoring system and Daily wellness check, All together valued at over $350 . There will be no contract, and you can cancel at anytime. If you are ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again. After the first 3 months, and for as long as you keep the service, we will simply bill your credit card (checking account) once every three months for only $99.99, ok? (need affirmative response here.)

(BILLING CONFIRMATION ANNUAL)
Great! Now (customer name) today's date is (Full Date) Your first year of service will be billed today (or post date) at only $384.45 to the credit card (checking account) you just provided and shipping will be free, ok? (Need affirmative response). You will receive your entire package in 10-14 business days (unless Post Dated) which will include the state of the art monitoring system and Daily wellness check, All together valued at over $350. There will be no contract, and you can cancel at anytime. If you are ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again. After the first year and for as long as you keep the service, we will simply bill your credit card (checking account) once a year for only $384.45, ok? (need affirmative response here.)

As a special offer for signing up today we are able to offer you a free Anywhere alert pendant. This pendant can be worn anywhere in the United States and with just a push of a button you get the help you need immediately. The service for the Anywhere Alert 911 pendant is just $119.88 for one year of service and can be billed to the credit card (checking account) you provided. Would you like to have this additional service and have it billed to your credit card (checking account)? at the rate of only $119.88 once a year? (need affirmative response here).

(BILLING CONFIRMATION MONTHLY):
Great! Now (customer name) today's date is (Full Date) Your first month of service will be billed today (or post date) at only $34.95 plus a onetime shipping fee of $9.95 to the credit card (checking account) you just provided, ok? (Need affirmative response) You will receive your entire package in 10-14 business days (unless Post Dated) which will include the state of the art monitoring system, and Daily wellness check. There will be no contract, and you can cancel at anytime. If you are ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again. After the first month, and for as long as you keep the service, we will simply bill your credit card (checking account) once a month for only $34.95, ok? (Need affirmative response here.)

(VERIFICATION CONTINUED)
Great! Your equipment will be shipped to you at (Repeat Shipment Address) and will arrive within the next 10-14 business days (unless post date). Don't forget to activate your system as soon as you receive it by plugging it in and making a test call. That way you are protected as soon as you receive it rather that it just sitting in a box. Ok?

(Submit Order now for approval)

Ok, I have your customer number. Please write this down. It is (customer ID), did you get that? Great! The number we contacted you at today is (repeat phone number) Is this the best contact number for you? (Customer Name) again my name is (your name). If you have any questions at all please do not hesitate to contact us (your company name) at (your company phone number). We are available Monday through Friday _am-_pm Eastern Standard Time. Have a wonderful day/evening. Of course the service is 24/7, 365 days.

REBUTTALS (Exhibit 2)

<u>How do I know that this is for real?</u>

(Customer Name) The medical alert systems we offer are through companies that have been in business for over 30 years and have thousands and thousands of satisfied customers. Please understand that our goal is to continue keeping seniors safe and healthy in their own home and delivering a quality service to every new customer as though you had been with us for years. We are so confident with their services that we don't ask you to sign any long term contracts. That allows you to cancel at anytime with no penalty, so that forces us to be better than you expect. So let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I have never heard of your company.

(Customer Name) Our company is a preferred Medical Alert marketer. The company we sign you up with has maintained relationships with all the banking and regulatory institutes since they came into existence 30 years ago. That would not happen if they did not deliver 100% customer satisfaction. We simply want to impress you and hope you will refer us to you friends and family. They are even A+ Rated with BBB. So let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

How and why is this promotion possible?

(Customer Name) We can offer you this promotion at such a low cost because the Medical Alert company we work with believes in customer loyalty. Instead of spending millions of dollars on advertisements such as TV, billboards, and radio, they have chosen to take those marketing dollars and invest them in you. We are hoping that by giving you all the equipment for free and asking for you to simply pay the monthly monitoring fee only, that you will tell friends and family all about us and hopefully refer some other people to us which in turn generates word of mouth advertising for us. That's the best form of advertising we can get and it makes for happier customers which is our number one goal. That makes sense to you, right? Well, let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I don't want anything that needs my Credit Card or Checking Account info.

I can appreciate your concerns about protecting your account information. Remember, you can cancel at any time with no questions asked if you find that this is not for you. Our main goal is to have you refer our company to other seniors so we may provide the same level of service to them as we will for you. They will thank you for that. This service saves lives. So let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I'm not Interested # 1

(Customer Name), what's holding you back? (Isolate the concern, repeat it back to the customer, and address it with the correlating rebuttal.)

(Customer Name) Doctors refer to the first hour after an accident or a heart attack or a stroke as the golden hour. If they can get to that patient within that first hour the odds of survival are as high as 80%. As time goes on those odds go down by the minute. Wouldn't you want to give yourself the peace of mind of knowing that if anything at all happens to you that we will be there for you at the push of a button and that help is on its way immediately? Surely that's worth a dollar a day to you, so let's get you registered.

Would you rather use you Visa, Mastercard, American Express, Discover, Debit card or checking account?

(Customer Name) I sincerely hope that you never need to use the medical alert service, but I can promise you this.... If you do, we will be there for you at the simple push of a button and help will be on its way. This unit saves lives. You must agree with me that the peace of mind that this brings is most certainly worth a dollar a day, right? So let's get you registered.

Would you rather use you Visa, Mastercard, American Express, Discover, Debit card or checking account?

Need to speak with my Spouse/Family.

I completely understand. However I don't think that any of your family would not understand that you want to protect yourself and ensure your safety in the event of an emergency. You never know when you may need help and are unable to contact someone at that moment. The Medical Alert company is with you 24/7, 365 days a year for as little as about a dollar a day. So let's go ahead and get your equipment out to you. Remember, you are receiving the equipment worth over $200 absolutely free. I can't guarantee that savings at any other time, so let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

Can't make a decision without my Spouse or Family.

I'm fairly confident that they would agree that saving $200 on the equipment cost and protecting your health and safety for about a $1 a day is a smart decision. And I also want you to know that you can actually add your spouse to this program if you would like for only an extra $4.99 per month. That brings the cost down to less than 60 cents each per day. Remember, you can cancel at any time with no obligation so even if you try it for a month or two and you find that it's not for you, simply call us to cancel with no questions asked and you are in the clear. So let's get you signed up. Would you rather use your Credit Card, Debit Card, or Checking Account?

Still can't decide.

(Customer Name) I know that you are interested otherwise you would not still be on the line with me, and I understand that you are on the fence about this. Let me ask you, is your safety and health worth about a dollar a day to you? (Wait for the answer) Please remember that because of this special promotion that's only available to you today, we are actually sending you all the equipment absolutely free. That's a savings of over $200 if you can accept the offer on this call. I can't guarantee that savings if you pass this up today. What do we need to do to get you registered today?

Someone else makes my Healthcare decisions.

If you feel that you are unable to decide on this yourself but it's something that you really would be interested in, I would be happy to get that person on the line so I can explain it to them so they fully understand it and you can let them know that this is something that you want to do.

Who makes these kinds of decisions for you? Would you like me to call them right now? What's their number?

I can't afford it.

(Customer Name), I understand completely. In these tough economic times I can appreciate that things are tight. However, this service is only about a dollar a day and that covers you in the event of any emergency where you may not be able to contact a friend or family member. What happens if you have an emergency situation at 3 or 4 in the morning? The medical alert service will be there at the push of a button and will initiate emergency help within seconds. You can't afford to be without it, so let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I am on a fixed Income and can't afford it.

(Customer Name), is your health and safety, or maybe even your life not worth about a dollar a day to you or your family? I'm sure that once you inform your family that you would like to do this and could use a little help with the $34.95 monthly monitoring costs that they would be happy to help. So let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

Can you just send me a bill every month?

(Customer Name), unfortunately no! We would need to have a billing method on file for the monthly monitoring cost of only $34.95 in order to send you the actual monitoring equipment which is valued at over $350. We simply ask you to cover the monthly monitoring fees. Let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I'll just send you a check.

(Customer Name), by doing an automated draft, it allows this process to be seamless. Besides, this is how banks do business. They don't write checks to each other, they use electronic wire services and that's why there's no extra charge to you. Not to mention, by mailing a check you would still be providing us with this information anyway, right? By enrolling with a credit card, debit card or your checking account on this call, we can send you over $350 worth of equipment , all you pay is for the service. I can't guarantee that any other way. Let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

If it's free why do you need my Credit card/Checking Account Information?

In order to ship out your equipment we need to know that you will use it for at least 1 month. Please understand that even though we provide you the equipment for free, which is valued at over $350, all you pay is for the service, we would need to have a billing method on file for the monthly monitoring fee of only $34.95 per month. (Customer Name), as I have already

mentioned, that breaks down to actually less than $1 per day and for that we guarantee that within seconds of you pushing your button at any time, day or night, 365 a year, we will be there for you. Surely the peace of mind that provides for you and your family is well worth the low cost of about a $1 a day. So let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

Frequently Asked Questions (FAQ's) (Exhibit 3)

What do I get, how does it work?

We send you our Medical Alert Speaker Unit which connects into your home phone. You also get a help button that communicates with the Medical Alert unit using a built in microphone. Also included is a bracelet, necklace and belt clip, that you can attach the help button too. If you ever need help, you simply press the button weather its on your wrist, around you neck or clipped onto your belt and you will be instantly connected to one of our care specialist who will immediately provide the help that you need.

Tell me about your product, how does it work?

You simply press a help button at you wear and you are instantly connected to one of our care specialist's through the Medical Alert console. We will assist you in getting the help you need. We will contact family, friends, neighbors or an ambulance, whoever you want. Our System provides excellent assistance and peace of mind in an emergency.

What happens when I press the button?

When the help button is pressed, the call for help is sent to our monitoring center, the care specialist will speak with you through the Medical Alert console, which is a very sensitive speakerphone. We will follow your instructions and summon whomever you want. If you or they can't speak for any reason we will follow the set of instruction set up by you when you first received the system.

Once the button is pressed, does the call go directly to 911?

That's a great question. We can contact 911 immediately if that's what you want. You may also choose a different set of instructions its up to you. When you receive the system, you will set of instructions for us to follow and that's what we will do if you do press the button. The choices are all yours.

What if I'm in a different room from the system?

The speaker is extremely loud and the microphone on the button is very sensitive. When you first receive the system we will test it with you so you will know exactly where it works best. The

system receives the signal from the help button from up to 1500 feet away. That's more than the length of a football field. Is your house bigger than football field?

What happens if I can't speak or can't be heard?

If we can't hear you, we will follow the instructions you give us when you set up your system. We will call friends, family, loved ones, or 911. You will tell us who to contact first in the event that you are unable to speak or we can't hear you. Again, the choices are yours.

Is the system automatically tested or do I have to test it?

Yes to both questions. The console tests test's itself every week by sending us a signal. Additionally we recommend that you push your help button at least once a month and talk to us a further reassurance.

Can I call because maybe I'm feeling faint but don't want 911 called; I just want someone called from my contact list instead?

Of course! That's why we're here. We will contact whomever you wish and in whatever order you desire.

Do I have to program it when it arrives?

No, we take care of all that. You simply need to plug it in the same way you would an answering machine and push the button to test it. It's that simple.

Does this work with Voice over IP phones?

Yes, absolutely. So long as I make a note of that we can send you a unit that is completely compatible with VOIP phone systems.

Do I talk to you through the necklace, watch bracelet or belt clip?

The button that you wear on the necklace, watch bracelet or belt clip activates our hands free voice console which is what we speak to you through.

Where are you located? Do you operate your own monitoring center?

We are a preferred marketing company for Medical Alert Devices. The company that provides the medical alert service owns its own UL listed monitoring center, staffed with highly trained care specialists at their secure facility in New York. From there they monitor customers from all across the US.

Are you operators fully trained and qualified?

All of the specialists complete 180 hours of classroom training before they ever take a phone call. All Medical Alert care specialists are CSAA (Central Station Alarm Association) certified.

These specialists exceed the highest standard for monitoring center personnel, plus supervisors are always present to ensure that calls are handled properly.

Is the Medical Alert facility open 24 hours a day?

Yes. Care specialists and customer service associates are available to you 24 hours a day, 7 days a week to handle your emergencies or just answer your questions.

How long have you been in business?

The medical alert company we sign you up with has been in business since 1980. They have provided life safety services and peace of mind to over 500,000 people for over 30 years and are among the leaders in our field.

If I call for emergency help, where is my call get answered, locally or out of State?

All calls go to the monitoring center to ensure the greatest level of service. We store in your record all you local authority phone numbers. In the event that you require assistance, we will notify parties responsible to go to your home. This information is verified by our data entry group before the system is sent to you.

Can I change who is contacted on the weekends?

Again, the choices are all yours. We will do whatever you instructions you provide. It's no problem at all.

How much, or what information goes into your computer?

It's entirely up to you. We will input whatever information you wish to provide in terms of medial records, who to contact, when and in what particular order.

Phone Service Overview (Exhibit 3)

Landline – connected via telephone jack; hard wired or cordless:

Verizon, AT&T, BellSouth

- All units will work with these types of services

DSL/Broadband/FIOS – Digital telephone lines; usually combined with a computer

Verizon FIOS, BellSouth DSL, AT&T DSL, ISN DSL

- All units will work but need a DSL filter (purchased at RadioShack model #279-101)
- In some cases, phone companies send this filter with their products, please check with the customer.

VOIP – Analog telephone lines that use the computer service to talk and operate

Cablevision, Optimum, Comcast, Windstream, Timewarner, Roadrunner, Charter, Knology, Vonage, Cox, Bright House Networks, Century Link, Magic Jack, AT&T Universe, Ooma

- DON'T OFFER BASIC ALARMS, THEY DON'T WORK WITH THESE TYPE OF PHONE SERVICE.
- These services require VOIP unit.
- May offer GPS or Cellular in Home for additional fee.

Cellular (no home telephone) – uses cell phone towers

- Offer Cellular In Home unit or Mobile Help Cellular

Quality Control (Exhibit 3)

LifeWatch prides itself on the superior quality of their customer service. Our clients are always our number one priority. As a marketer you can rest assured that you are marketing a product that is backed by a company with a 30 year track record of integrity and honesty. By following the guidelines outlined here, you will help maintain LifeWatch-USA's reputation as well as maximize your client retention.

Basic Requirements:
1) Caller ID: all outbound calls must display a caller ID that has the name of your company and a number that can be called back to speak to a live operator or be placed on the do not call list.
2) Licensing: All companies must be properly licensed and bonded in the states they operate to and from.
3) FTC compliance: in addition to varying state and local laws, all companies must familiarize themselves and abide by all telemarketing laws (telemarketing sales rules) implemented by the FTC and the FCC. This includes registering, and downloading the National Do Not Call list.

Scripts and Rebuttals:
1) Scripts and Rebuttals must be approved by LifeWatch-USA
2) Scripts and Rebuttals must be dated and archived when revisions are made
3) Procedures need to be in place to ensure no outdated scripts or rebuttals are used

For call centers utilizing advertisements and mailers:
1) All mailers need to be approved
2) All mailers need to be dated as to their creation and mail out times
3) All inbound calls need to be tied to a specific mailer and noted in the CRM

Recordings:
1) All sales must be recorded from beginning to end
2) All clients need to be informed that they are being recorded
3) All recording need to be checked for compliance
4) All recordings need to be available for LIFEWatch-USA Review

Do not call lists:
1) All call centers need to maintain an internal do not call list that is in addition to the national and state do not call lists.
2)All new internal do not call numbers need to be uploaded to LifeWatch weekly.
3) All call centers need to download an updated consolidated list weekly from the same site.
4) We do not allow outbound telemarketing to the following states: Kansas, Virginia, Maryland, Washington DC, New York.

Reasons a call will fail quality control:
1)Misleading: misinforming the clients as to the way a product works, or how it is delivered. This can be intentional or unintentional.
2) Misrepresenting: informing a client that you are from LifeWatch-USA or any other organization other than the company you work for.
3) Not getting proper authorization: There must be a recorded clear authorization for the first payment as well as the recurring payments.
4) Rudeness: Talking in a manner or tone that can be interpreted as disrespectful to a client or potential client.

(Exhibit 4)

LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

LifeWatch USA
266 Merrick Rd Suite 104
Lynbrook, NY 11563
1.800.716.1433
customerservice@lifewatch-usa.com

LifeWatch Subscriber and Responder Form

Unit ID: _____ Model : _____ Date: 6/20/2013

Subscriber Name: _____ Male __ / Female __ Birth Date __/__/__
Spouses' Name: _____ Male __ / Female __ Birth Date __/__/__
Street Address: _____
City: _____ State: _____ Zip: __
Household Telephone #: _____ Email: _____
Cross Streets: _____ Township (TX, PA, NJ Only): _____
Hidden Key/Lockbox location: _____
Lockbox Code: _____ Private Home ___ / Apartment ___

Medical Information

Medical Insurance: _____
Physician's Name: _____ Physician's Telephone #: _____
Physician's Name: _____ Physician's Telephone #: _____
Preferred Hospital: _____
Allergies: _____
Medication Taken: _____
_____
Medication Location: _____
_____

Physical Limitations:

___Heart	___Hearing Impaired	__High BP	___Visually Impaired
__Diabetes	___Walker/Cane	___Low BP	___See Attached
___Oxygen	___Arthritis	___Speech Impaired	

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

Check One:
If no communication ___ **Dispatch EMS First or** ___ **Call Responders First**

Subscriber's Signature: _____

Changes and Additions: _____
_____

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

LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

Lifewatch USA
266 Merrick Rd Suite.104
Lynbrook, NY 11563
1.800.716.1433
customerservice@lifewatch-usa.com

Lifewatch Financial Form

Unit ID: _____ Model: _____ Date: 6/20/2013

Subscriber Name: _____
Street Address: _____
City: _____ State: ____ Zip:____
Home Telephone: _____

Responsible Party:
I designate _____
Phone: _____ Relationship: _____
This person is the only person that can make changes on my responder form, 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:
Beginning:
Through:
Billing Cycle: Monthly

Rental and Monitoring Rate	$ 29.95
Additional Button/Monitoring	$ _____
Anywhere Alert 911	$ _____
Medilok Lockbox	$ _____
Installation / Shipping Fee	$ _____
Refundable Deposit	$ _____
Total Paid	$ _____

Notes: _____
_____
_____

Form of Payment (select one)
___ Credit Card #: _____Exp Date: _____
Card Holder Name: _____

___ Bank Authorization:
Bank Name: _____
Routing #: _____ Account#: _____

AUTHORIZATION AGREEMENT FOR PREAUTOHRIZED (CREDIT CARD OR ACH) PAYMENTS

I (we) hereby authorize LIFEWATCH, INC, hereinafter called COMPANY to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) checking/savings account indicated.

This authority is to remain in full force and effect until Bank has received written notification from me (or either of us) of its termination in such time and in such manner as to afford BANKS termination of this agreement.

Signature: _____ Date:_____

THIS AGREEMENT IS SUBJECT TO ALL PROVISIONS ON BOTH THIS FORM AND ON THE SUBSCRIBER AGREEMENT DOCUMENT. Please read them carefully and make certain all of your questions are answered before signing this agreement. IT IS THE SUBSCRIBER'S RESPONSIBLITIY TO TEST THE UNIT ON A MONTHLY BASIS.
SUBSCRIBER'S RIGHT OF CANCELLATION: You may cancel this agreement without penalty or obligation within 30 business days from the above date.
THE UNDERSIGNED HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS OF THIS AGREEMENT (Subject to acceptance by LifeWatch, Inc)

Subscriber: _____ Date: _____

LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

800.716.1433
www.lifewatch-usa.com

(Exhibit 4)

To our newest subscriber and family,

Welcome to Lifewatch! Thank you for choosing us as your medical alarm company. Our goal is to provide prompt, courteous and caring attention, 24/7/365. Lifewatch is now celebrating our 30th year. We continue to pride ourselves on our quality products, services, and innovations.

Enclosed you will find your Lifewatch system, instructions on how to connect and use the equipment, responder forms, financial agreement, and our terms and conditions. You are only required to return a completed responder form by fax, email, or mail. You may also complete the form online at: http://lifewatch-usa.com/currentclients.html.

Fax to: 866.339.9120 or
Email to: customerservice@lifewatch-usa.com
or mail to:

266 Merrick Road, Suite 104,
Lynbrook, NY 11563
The second copy is for your records.

If you need customer service or technical support or have any questions, please contact the business office at: **800.716.1433 (customer service - prompt 3, technical support - prompt 4)**, or email us at: **customerservice@lifewatch-usa.com**.

Our office hours are: **Monday - Friday from 9am until 6pm, EST.** If you are in need of assistance outside normal business hours please call or email to schedule an appointment and a Lifewatch associate will get back to you. *If you desire a 24-hour technical support number, that can be arranged.*

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.

Once again thank you for joining Lifewatch. We hope you feel more safe, secure, and confident. **Remember, you're never alone with Lifewatch.**

Sincerely,
The Lifewatch Family



LIFEWatchUSA
PERSONAL CARING SERVICE SINCE 1980

SAVE THIS COPY FOR YOUR RECORDS

800.716.1433
www.lifewatch-usa.com

LIFEWATCH INC
WWW.LIFEWATCH-USA.COM

(Exhibit 5)

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, alternation, 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). If you receive this package but do not activate this system for any reason, you are still *responsible for a $50 restock fee. 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 charge $350 for a replacement System.

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.

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.

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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 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 is condition for $350.00 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 administered 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 ACKNOWLEDGES 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 PLAINTIFF 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 ACKNOWLEDGES THAT THE RULES IN ARBITRATION ARE DIFFERENT, AND THAT SUBSCRIBER HAS HAD THE OPORTUNITY TO SEAK 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 FOURM 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 FEDFRAL OR STATE STATUTE (EXCEPT WHERE PROHIBETED BY LAW), MAY, AT THE OPTION OF EITHER PARTY BE DETERMINED BY ADMINISTERED 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 TRANSACTIONIN 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 hereafter 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 these 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 representations 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 des gned 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 reoresents 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

800.716.1433
www.lifewatch-usa.com

[redacted]

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 be, at all times the sole personal property of ALARM COMPANY and shall not be considered a fixture or a part of the realty, or an addition to, altering, converting, improving, or an agreement on, 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 Subscription 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 in good condition, return 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 equipment in satisfactory condition will result in a charge ($350 for base unit, $125 for pendant). If you receive this package but do not activate the system for any reason, you are still responsible for a $50 restock fee. 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 for 1 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 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 all 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 statement of names and telephone *numbers of those persons Subscriber wishes to receive notification of emergency conditions together with a list of all medications, 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 limiting 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 entry 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 transmits signals outward* telephone jack and communicates over standard telephone lines using two way voice communication. The transmitter may not work with VOIP telephone 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's inoperativeness is 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 charge $350 for a replacement System.

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15. LIFEWATCH 911 UNIT: If Subscriber chooses to add an Alert 911 unit, it is understood that this product calls 911 direct and subscriber 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 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.

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.

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20. SYSTEM USE/SUBSCRIBER'S DUTIES: The Subscriber understands that certain laws, rules, regulations and ordinances imposed by [illegible] governmental subdivisions, utilities, businesses, homeowners associations, and/or other entities may affect the Subscriber's rights in relation to the installation and [illegible]
The Subscriber agrees to obtain and maintain in current status all licenses and permits or other authorizations necessary for the [illegible]
21. PHYSICAL RESPONSE: The Subscriber is advised that certain areas in the country have in existence requirements that [illegible] Police Department permits 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 [illegible] 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 [illegible] ALARM COMPANY. Any such assignment without prior approval shall be deemed a breach of this agreement. ALARM COMPANY shall have the right to assign [illegible] 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 may [illegible] 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 all claims, lawsuits, including reasonable attorneys' fees, and losses asserted against and alleged to be caused by ALARM COMPANY's performance, non-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 [illegible] shall at Subscriber's expense return, via UPS or US Postal Service, signature required, ALARM COMPANY equipment to ALARM COMPANY. If for any [illegible] 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* [illegible] *agreement* without relieving Subscriber of any obligation herein and may notify Authority Having Jurisdiction. Additionally, in the event of Subscriber's default [illegible] within 15 days of termination of this contract the System shall be deemed sold to Subscriber in as in condition for $350.00 which the parties agree is the [illegible] 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. A [illegible] against ALARM COMPANY must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against ALARM COMPANY or 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. [illegible] prevails in any litigation or arbitration between the parties, Subscriber shall pay ALARM COMPANY's legal fees. Subscriber submits to the jurisdiction [illegible] 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 arising out of this contract, including issues of arbitrability, shall, at the option of any party, be determined by arbitration administered by [illegible] Special Arbitration Rules www.natarb.com. Service of process or papers in any legal proceeding or arbitration between the parties may be made by [illegible] 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 ACKNOWLEDGES THAT SUBSCRIBER IS WAIVING RIGHT TO A JURY TRIAL VOLUNTARILY AND KNOWINGLY, AND FREE FROM DURESS OR COERCION, AND THAT [illegible] RIGHT [illegible] WITH A PERSON OF SUBSCRIBERS CHOOSING, INCLUDING AN ATTORNEY, BEFORE SIGNING THIS DOCUMENT. THE PARTIES AGREE THAT THEY MAY [illegible] THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE 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 OPORTUNITY TO SEEK [illegible] ADVICE IN REGARD TO THIS CONTRACT AND IN PARTICULAR THIS ARBITRATION PROVISION. SUBSCRIBER AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MORE THAN ONE PERSON'S CLAIM AND MAY NOT OTHERWISE PRESIDE OVER ANY FOURM OF A REPRESENTITIVE OR CLASS PROCEEDING. THE [illegible] OF ANY DISPUTE BETWEEN THEM, INCLUDING BUT NOT LIMITED TO THE SCOPE OF THIS ARBITRATION CLAUSE AND ISSUES OF ARBIRABILITY, OR ANY [illegible] THIS AGREEMENT OR BASED ON A FEDERAL OR STATE STATUTE (EXCEPT WHERE PROHIBETED BY LAW), MAY, AT THE OPTION OF EITHER PARTY, BE [illegible] ADMINISTERED BY ARBITRATION SERVICES, INC. UNDER ITS CONSUMER ARBITRATION RULES, WHICH ARE AVAILABLE AT WWW.ARBITRATIONSERVICES.NET. THE CONTACT [illegible] FAX AT 516-[illegible]3456 OR BY TELEPHONE AT 516-364-1730 THIS CONTRACT EVIDENCES A TRANSACTIONIN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT [illegible] 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 [illegible] 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 alarm [illegible] fines, police or fire response, any damage to personal or real property or personal injury caused by EMT, police or fire department response to [illegible] ground or 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 [illegible] in full force and Subscriber shall remain liable for all payments provided for herein. Should ALARM COMPANY be required by existing or hereafter [illegible] 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 [illegible] 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, [illegible] 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 representations or warranties, and hereby disclaims any warranty of merchantability or fitness for any particular use. Subscriber's exclusive remedy for ALARM COMPANY's [illegible] hereunder is to cause 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 [illegible] 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.

Electronic Articles of Organization For Florida Limited Liability Company

L14000114856
FILED 8:00 AM
July 21, 2014
Sec. Of State
ncuiligan

Article I

The name of the Limited Liability Company is:

AGENT MED ALERT LLC

Article II

The street address of the principal office of the Limited Liability Company is:

2950 W CYPRESS CREEK ROAD
#206
FORT LAUDERDALE, FL. US 33309

The mailing address of the Limited Liability Company is:

1994 E SUNRISE BLVD
#223
FORT LAUDERDALE, FL. US 33304

Article III

The name and Florida street address of the registered agent is:

ANTHONY LAWAND
1994 E SUNRISE BLVD
#223
FORT LAUDERDALE, FL. 33309

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: ANTHONY LAWAND

L14000114858
FILED 8:00 AM
July 21, 2014
Sec. Of State
nculligan

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
CHRIS L BROWN
[redacted]
FORT LAUDERDALE, FL. [redacted] US

Article V

The effective date for this Limited Liability Company shall be:

07/21/2014

Signature of member or an authorized representative

Electronic Signature: ROBBIE HICKS

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

 DTN: 2709298 Lic#: TC4781

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

Commercial Telephone Seller Business License Application

FLORIDA TELEMARKETING ACT

Sections 501.601 - 501.605, Florida Statutes
Rule 5J-6.005, Florida Administrative Code

ADAM H. PUTNAM
COMMISSIONER

DEPT OF AGRICULTURE AND CONSUMER SERVICES
AUG 24 2015
BUREAU OF FINANCE AND ACCOUNTING

For online payments, visit www.FreshFromFlorida.com
Make check payable to FDACS and remit application to:
FDACS
P.O. Box 6700
Tallahassee FL 32314-6700

www.800helpfla.com
1-800-HELP-FLA(435-7352)(FL Only)
1-850-410-3800 Calling outside FL
Fax: 850-410-6894

BP

NOTE: Incomplete applications may delay the processing of your submission. Please retain a copy of your application for your files.

Note: All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

1. a. **Name of Business:**
AGENT MED ALERT LLC
(State the legal name of the entity as registered with the Florida Department of State, Division of Corporations)

b. **Fictitious (DBA) Name** (All fictitious names must be registered with the Florida Department of State, Division of Corporations):
N/A

c. **Federal Employer ID Number:** [redacted]

2. a. **Primary Business Physical Street Address** (include APT or SUITE # in all address lines):
8411 W OAKLAND PARK BLVD STE 304
(Address)
SUNRISE, FL 33351-7357 954-709-7383
(City) (State) (Zip) (Telephone)
globalfsinfo@gmail.com
(Fax Number) (Email Address)
(Website)

b. **Mailing Address** (If different from Primary Business Physical Street Address) **Is this a mail-drop:** ☐ Yes ☒ No
ATTN: TARA MCCOY ~~2455 E SUNRISE B~~ ~~FORT LAUDERDALE, FL 33304~~

DO NOT WRITE IN THIS SPACE - TELEMARKETING
Org Code: 42100625000
Object Code: 002050

DTN: 2709298

DTN/FAID: 2709298
16-03981599-0001
1,500.00 08/24/2015
~~Dep#991816~~

FDACS - 10001 Rev. 01/15

3. List all locations from which the applicant will be doing business and include a **list of all phone numbers associated with each address.** (attach additional sheets as necessary using the same format) [s. 501.605(2)(j-k), F.S.]

a). Legal Name of Business: Agent Med Alert LLC

Physical Street address (if applicable please include suite, apartment and/or unit numbers): 8411 West Oakland Park Blvd ste304 **Is this a mail-drop?** ☒ Yes ☐ No

City: Sunrise **State:** FL **Zip Code:** 33351 -

Main Telephone Number: (855) 266 - 5211 **Name of Location Manager:** Anthony Lawand

Location Phone Numbers: (855)-226-5211

b). Legal Name of Business:

Physical Street address (if applicable please include suite, apartment and/or unit numbers): **Is this a mail-drop?** ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

4. **Brief description of product(s) sold and/or service(s) provided:** We sell medical alert systems.

Title 18, Part 1, Chapter 61, Sec. 1301, United States Code prohibits procuring for a person in one State a ticket, chance, share, or interest in a lottery conducted by another State. Do you now, or do you intend to solicit the sale of memberships in a lottery club across state lines?

☐ YES ☒ NO _____ Signature

5. **Form of organization:**

☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other *(please describe):* _____

If the applicant is a corporation, provide a copy of the articles of incorporation and the bylaws. If the applicant is a partnership, provide a copy of any written partnership agreement.

Date incorporated or legally established: 7 / 21 / 2014 (Month / Day / Year) **State:** Florida

6. List all parent or affiliated entities that will engage in a business transaction with the purchaser relating to any sale solicited by the applicant; or accepts responsibility or is otherwise held out by the applicant as being responsible for any statement or act of the applicant relating to the sale solicited by the applicant: [s.501.602(2)(i), F.S.] ☒ N/A

Parent ☐ **Affiliate** ☐ **Legal Name:** _____

Fictitious (DBA) Name(s):** _____ **Physical Address:** _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: ( ) _____ - _____ **Email** (optional)**:** _____

Form of organization:

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (please describe): _____

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: _____ / _____ / _____ (Month / Day / Year) **State:** _____

Parent ☐ **Affiliate** ☐ **Legal Name:** _____

Ficitious (DBA) Name(s):** _____ **Physical Address:** _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: ( ) _____ - _____ **Email** (optional)**:** _____

Form of organization:

☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other (please describe): _____

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: _____ / _____ / _____ (Month / Day / Year) **State:** _____

***All fictitious names must be registered with the Florida Department of State, Division of Corporations. If applicant is not an individual then 'Name' is the legal name of the applicant as listed with the Division of Corporations. You must list all names under which you intend to do business.*

7. List the following information for each principal officer, director, trustee, shareholder, owner, or partner of the applicant, and of each other person responsible for the management of the business of the applicant; list all affiliates; list each office manager or other person principally responsible for a location from which the applicant will do business. (attach additional sheets as necessary using the same format)

a. Legal Name: Anthony Lawand Title: Owner

Date of Birth: [redacted]

Previous or A.K.A.Names: n/a

Driver's license number or Government Issued ID: [redacted] State of Issue: FL

Current Physical Home Address: [redacted]
(Street Address)

Fort Lauderdale (City) FL (State) [redacted] (Zip)

Phone: 954 [redacted] Email: [redacted]@hotmail.com

b. Legal Name: _____ Title: _____

Date of birth: _____

Previous or A.K.A. Names: _____

Driver's license number or Government Issued ID: _____ State of issue: _____

Current Physical Home Address: _____
(Street Address)

(City) (State) (Zip)

Phone: _____ Email: _____

c. Legal Name: _____ Title: _____

Date of birth: _____

Previous or A.K.A. Names: _____

Driver's license number or Government Issued ID: _____ State of issue: _____

Current Physical Home Address: _____
(Street Address)

(City) (State) (Zip)

Phone: _____ Email: _____

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. (attach additional sheets as necessary using the same format) [ss. 501.605 and 501.606, F.S.]

Has this person ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? ☐ Yes ☒ No

Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐Yes ☒No

Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐Yes ☒No

Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or had responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐Yes ☒No

Legal *(True)*Name: _____

Court/administrative agency rendering the convicition, judgment, or order: _____

Governmental agency which brought the action: _____

Nature of conviction, judgment, order or action: _____

Date of Action: ____/____/____

Docket Number: _____

Was adjudication withheld? ☐Yes ☐No

8. List each individual not listed in answer to question 7 who has management responsibilities in connection with the business (Attach additional pages as needed using same format). N/A

a. Name: _____ Title: _____

Date of birth: _____

Previous or A.K.A. names: _____

Driver's license number or Government Issued ID: _____ State of issue: _____

Current home address: _____
(Street Address)

_____
(City) (State) (Zip)

Duties & responsibilities: _____

b. Name: _____ Title: _____

Date of birth: _____

Previous or A.K.A. names: _____

Driver's license number or Government Issued ID: _____ State of issue: _____

Current home address: _____
(Street Address)

_____
(City) (State) (Zip)

Duties & responsibilities: _____

_____

Please select either **YES** or **NO** to the questions below for business entity. If you answered yes to any of the following, please explain your answer below. (attach additional sheets as necessary using the same format)

Has the applicant previously been arrested for, convicted of, or is under indictment or information for, a felony? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☐ No

Has the applicant previously been convicted of, under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement , fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☐ No

Has the applicant ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? ☐ Yes ☐ No

Has the applicant worked for, or been affiliated with, a company that has had entered against it an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, and assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☐ No

Has the applicant had entered against him or her an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? Is any litigation pending against the applicant? ☐ Yes ☐ No

Legal Name: _____

Court/administrative agency rendering the convicition, judgment, or order: _____

Governmental agency which brought the action: _____

Nature of conviction, judgment, order or action: _____

Date of Action: ____/____/____

Docket Number: _____

Was adjudication withheld? ☐ Yes ☐ No

9. List each salesperson. (Attach additional pages as needed using same format.)

a. Legal Name: _____ Title: _____

Date of birth: _____ Previous or A.K.A. Name(s): _____

Driver's license number or Government Issued ID: _____ State of issue: _____

Current home address: _____
(Street Address)

_____
(City) (State) (Zip)

b. Legal Name: _____ Title: _____

Date of birth: _____ Previous or A.K.A. Name(s): _____

Driver's license number or Government Issued ID: _____ State of issue: _____

Current home address: _____
(Street Address)

_____
(City) (State) (Zip)

List the following information for any person listed in this application who: (attach additional pages as necessary)

Has previously been arrested for, convicted of or is under indictment or information for, a felony and, if so, the nature of the felony. Conviction includes a finding of guilt where adjudication has been withheld;

Has previously been convicted of, or is under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property. Conviction includes a finding of guilt where adjudication has been withheld;

Has previously been convicted of acting as a salesperson without a license, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction, regardless of whether the finding was judicial or administrative;

Has worked for, or been affiliated with, a company that has had entered against it an injunction, a temporary restraining order, or a final judgement or order, including a stipulated judgement or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice;

Has had entered against him an injuction, a temporary restraining order, or a final judgement or order, including a stipulated judgement or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice; and if there is any litigation pending against such person.

☒ **If no individual has been subject to any charge set forth above and is not subject to any current or restrictive order, than mark an "X" in the box.**

Name of individual at the time of action: _____

Court of administrative agency rendering the decision, judgement or order: _____

_____

Date of conviction, judgement or order: _____/_____/_____ Docket # _____

Name of governmental agency which brought the action: _____

_____

Nature of conviction, judgement, order or action: _____

_____

(Attach additional pages as necessary using same format)

CHECK ONLY "a" OR "b" FOR EACH OF THE FOLLOWING QUESTIONS:

10. a. [X] Attached and marked Exhibit 2 are copies of all sales scripts given to those soliciting for the applicant. *[s. 501.605(2)(l)3. F.S.]*

b. [ ] The applicant does not use sales scripts.

11. a. [X] Attached and marked Exhibit 3 are copies of all sales information or literature the applicant provides to salespeople or of which the applicant informs to applicant's salespeople (including, but not limited to, scripts, outlines, instructions and information regarding how to conduct telephonic sales, sample introductions, sample closings, product information and contest or premium award information.) *[s. 501.605(2)(l)3. F.S.]*

b. [ ] The applicant does not provide salespersons with or inform salespersons of any sales information or literature described in 11(a).

12. a. [ ] Attached and marked Exhibit 4 are copies of all written material the applicant sends to any prospective or actual purchaser. [s. 501.605(2)(l)3. F.S.]

b. [X] The applicant does not send any written material to any prospective or actual purchaser.

13. a. [ ] The applicant informs prospective or actual purchasers that the purchaser is eligible to receive certain items which may be referred to as gifts, premium, bonuses, prizes, or otherwise, and **EACH** of the following apply: [s. 501.614, F.S.]:

1) The item(s) is/are offered unconditionally;

2) The buyer has seven (7) days to return the goods or cancel services;

3) The buyer will receive a full refund in thirty (30)days;

4) The buy has the right to keep the gift, premium, bonus or prize without cost.

b. [ ] If the applicant or applicant's salespeople represent or imply to prospective or actual purchasers that the purchaser will receive certain specific items or one or more items from among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate, whether the items are referred to as gifts, premiums, bonuses, prizes, or otherwise, list the following:

Item offered: _____

Price or value of worth: $ _____

Basis for valuation: _____

Price paid by applicant: $ _____

Supplier's Name: _____

Address: _____

Telephone: _____

c. X Does not apply.

(Attach additional pages as necessary using same format)

14. X A purchaser receives all of the items described by applicant's salespeople. *[s. 501.614(5), F.S.]*

Complete the following in the event a purchaser does not actually receive all of the items described by the seller or salesperson: N/A

a. Applicant decides which item or items a particular prospective purchaser is to receive in the following manner:

_____

_____

_____

b. The odds a single prospective purchaser has of receiving each item described is:

_____

_____

_____

c. The name and address of each recipient who has during the preceding 12 months (or if applicant has not been in business that long, during the period applicant has been in business) received any gift, premuim, bonus prize (attach additional sheets if necessary):

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

16. [ ] Applicant does not represent or imply prospective or actual purchasers will receive certain specific items, one or more items among designated items, or a certificate or any type which the purchaser must redeem to obtain the item described in the certificate.

17. [ ] Attached and marked as Exhibit 5 is a copy of the written statement of terms and conditions provided to the purchaser. [s. 501.614(3), F.S.] N/A

18. Please provide the following information for EACH institution where banking or similar monetary transactions are done by the applicant:

a. Name of institution: BB&T

Physical Street Address: 1750 East Sunrise Blvd

Fort Lauderdale (City) FL (State) 33304 (Zip)

Telephone: 954 522 7100 Contact person: customer service

Account numbers: [redacted]

b. Name of institution:

Physical Street Address:

(City) (State) (Zip)

Telephone: Contact person:

Account numbers:

19. Name and address of registered agent in Florida who is authorized to receive service of process:

Name: Tara McCoy

Address: 8411 West Oakland Park Blvd ste 200

City, State, Zip: Sunrise FL 33351

20. IN ADDITION TO THE DOCUMENTS REQUIRED ABOVE, PLEASE ATTACH ONE OF THE FOLLOWING FORMS OF SECURITY IN THE MINIMUM AMOUNT OF $50,000.

☒ **Surety Bond** ☐ **Letter of Credit** ☐ **Certificate of Deposit**

The security must be issued by a company authorized to transact business in this state. Documents are included in the application package. You must maintain the security as long as the license is in effect.

☒ **LICENSING FEE - $1,500.** (Check) or Money order made payable to FDACS.

I understand that the Florida Department of Agriculture and Consumer Services will conduct a background investigation of the individuals listed in the application.

I hereby give my permission and waive any provisions of law that forbid any court, police agency, employer, firm, or person, from disclosing any knowledge or information they have concerning me which is requested by the Florida Department of Agriculture and Consumer Services. I further consent and request that the Division Director of the Division of Consumer Services, or the Director's representative, be provided with a certified copy of any such record concerning me which they may deem necessary in the performance of their investigation.

Any commercial telephone seller or salesperson who falsifies information on an application commits a felony of the third degree, punishable as provided in s. 775.082, 775.083, or 775.084, F.S.

I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION, AND IN ANY EXHIBITS ATTACHED HERETO, IS TRUE AND CORRECT.

Signature

Anthony Lawand
Print Name

(954) [redacted]
Telephone Number

8/17/2015
Date

globalfsinfo@gmail.com
Email (optional)

 DTN: 2709298 Lic#: TC4781

Florida Department of Agriculture and Consumer Services
ADAM H. PUTNAM, Commissioner
Division of Consumer Services
PO Box 6700 Tallahassee FL 32314-6700

July 25, 2015

Please Respond To:

FDACS - Telemarketing Program
Post Office Box 6700
Tallahassee, Florida 32314-6700
1-800-HELP-FLA
FAX 850-410-3804

AGENT MED ALERT LLC
ATTN: TARA MCCOY
2455 E SUNRISE BLVD STE 901
FORT LAUDERDALE, FL 33304

Re: FIRST NOTICE TO RENEW REGISTRATION/FILING
Registration/Filing Number: TC4781
Expiration Date: August 28, 2015

The registration/filing listed above must be renewed in order to continue business as a Commercial Telephone Seller in Florida.

* Please complete the enclosed renewal application/filing form, making corrections as needed.
* Sign and return the application/filing form together with all required supporting documents and payment of $1,500.00 for the registration/filing fee to the address indicated on the form.
* The completed application/filing, supporting documents, and registration fee payment must be RECEIVED in the department no later than the expiration date listed above.

Continued operation of the business without the required registration/filing is a violation of Florida law for which the department will bring administrative or legal proceedings and seek all available remedies, including fines.

Please call 1-800-HELP-FLA (435-7352) (Florida only), or (850) 410-3800 outside Florida, for assistance.

Sincerely,

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

Enclosures

Exhibit 2

SALES SCRIPT

This is (Rep name), my **Agent Med Alert Assistance number** is (Say agent #), and may I ask whom I'm speaking with? (Type their name) In case we get disconnected is this the best phone number to reach you back on? Great!

For responding today to our **Agent Med Alert** assistance program, you've been selected to receive a medical alert system that has a value of over $400 dollars.

You're probably familiar with the Medical Alert System seen in the TV commercials or maybe you've seen the Medical Alert System in the USA today, US news or Smart Source Magazine.

It's the same system as seen on TV and the way it works is very simple. If you have a medical emergency, a fire, burglary or even something as simple as a fall that you have difficulty getting up from, you simply push the button on the light-weight, waterproof necklace or bracelet and speak hands free from anywhere in your home to a live certified Emergency Medical Technician (EMT). They will evaluate your situation, immediately get you the help you need, notify family or 911 and comfort you until help arrives. Your alert button works from anywhere in your home and it even works outside of your home. It has up to 800 foot range, which is over 2 football fields!

(Mr. /Mrs. Senior name) This device will give you the peace of mind that you need, allow you to feel safe and make sure that you never feel alone in the case of an emergency. In fact, our device is trusted by thousands of hospitals and more than 65,000 health-care professionals. Our device has been helping save the lives of America's senior citizens for over 30 years.

(Mr. /Mrs. Senior name) Your medical alert system package includes:

- A medical alert base station with a loud speaker and a very sensitive microphone and your choice of a waterproof wrist or necklace button.
- We'll include an Away From Home protection card that gives emergency personnel 24 hour a day-7 day a week access to your important medical information.
- You get unlimited contact with our Emergency Medical Technicians, which means you can push the button as many times as you want at NO CHARGE. If you like, you can push the button and talk to us every day just to give yourself the peace of mind, that we are always there by your side and ready to help.
- You will also be receiving a $50 restaurant voucher good for dining at 50,000 participating restaurants in your area.

Now (Mr. /Mrs. Senior name), the equipment is at NO COST. Normally all of this would cost you over $400 dollars, but today you pay absolutely nothing for the equipment itself. The only thing you're responsible for today is the Emergency Medical monitoring of just $34.95 a month. Everything else is at NO COST. Remember you may cancel at any time with no cancellation fees and no contract. Alright (Mr. /Mrs. Senior name), what address would you like your medical alert system shipped to? (Type in the information)

For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express. (if no credit-card, then say): "**Do you have a**

- **debit-card**? We can get you signed up with that as well."(If no debit-card then, ask "**Do you receive benefits?**". If they do, then tell them to "**Go get your green, *Direct Express Card* that you receive your benefits on.**")

  If they say they don't have a debit-card, credit-card, or benefits card, then you must read all of the credit-card rebuttals; #'s **23**, 24, 25,26, and **27** before asking for their checking account/savings account.) Then say: **We can also get you signed up with your checking account, so go ahead and grab a check, we can get you signed up with that instead** (have the senior read the numbers on the bottom of the check from left to right. The first 9 #'s on the bottom of the check are the routing numbers, the next set of numbers is the account number. The check number should be on top right of check, or the last set of numbers on the bottom of the check)]

  Do you have a spouse or someone else in your home that you would also like to be protected? (If yes, then go on, If No skip to "Fill out the customer information form") Okay we will also send you an additional wrist or necklace button for your spouse, the only thing you will need to pay is an additional $5.00 per month to cover the emergency medical monitoring. So both you and your spouse would be protected for just $39.95 a month and all of the equipment and is still FREE.

FILL OUT THE CUSTOMER INFORMATION FORM ON YOUR COMPUTER

Now this is just a reminder, the $34.95 will be charged today and will cover your first month of monitoring. Your equipment will be shipped to you at (repeat their address) and will arrive within the next 10 to 14 business days with a onetime shipping fee of $9.95. Your $50 dollar restaurant voucher and Wellness Card will be shipping out separately. Don't forget to activate your system as soon as you receive it by plugging it in to your phone line jack and pushing the button. This will make a test call to activate your system and immediately start protecting you.

Okay, I am going to transfer you to our verification department so they can give you your order number and verify that I entered all of your information into the system correctly. They will also give you our customer service number in case you have any additional questions. Thank you very much and I hope you enjoy the safe feeling of having a medical alert system. Please hold while I transfer you to the verification department. Make sure you keep your Credit-card/Check handy. Don't hang up until you talk to the verification department, okay? (Wait for response)

STAND UP AND CALL OUT "CONFIRMATION!!!" *REMINDER FOR REPS: You must put EVERYTHING in the notes that you offered the customer.

Exhibit 3

AGENT MED ALERT

Rebuttal Guide

Not Interested: 1 2 3 4 5

Can't afford it: 6 7 8

Speak with family/Spouse: 10 11 12

Call me back: 13 14

Can I call you back? 15

Can you mail me something/brochure? 16

Reminder of their decision: 18 19

Credit card rebuttal: 23 24 25 26 27 28

Where are you located? 31

If they are unsure of their decision: 34

When you don't know what to say: 1 13 14

Rebuttals that will help you close the deal: 18 19

If they're skeptical or unsure of the decision:

Where did you get my number?

(Sir/Ma'am) you are receiving this call because you opted-in somewhere to receive special offers. You would have opted in either by having a check box checked while purchasing something on the internet, through a sweepstake, an order you did by mail or catalog, or maybe though a medication or health care purchase. (Go back to the script)

Early Objection A

(Sir/Ma'am) give me just a moment to give you the information so you'll understand the entire package and how our system works. I'll be glad to answer any questions you may have at the end. (Go back to the script)

Early Objection B

(Sir/Ma'am) the package includes $50 restaurant voucher just give me a moment to give you'll understand the entire package and how and how our system works. I promise I'll be brief and to the point. (Go back to the script)

Early Objection C (can't afford it)

(Sir/Ma'am) this program is designed for people on a fixed income and it includes a $50 restaurant voucher. Just give me a moment to give you the information so you'll understand the entire package.

IF THEY ASK FOR OUR PHONE NUMBER

We are a promoting and activation department only. Once we verify your information and process you into our system, I will transfer you over to the verification department which will provide you with an order and customer service phone number.

1) Not Interested/Don't Need It

(Customer Name) I sincerely hope that you never need to use our service, but I can promise you this, if you do we will be there for you at the simple push of a button and help will be on its way. This unit saves lives. You must agree with me that the peace of mind that this brings is most certainly worth about a dollar a day, right? (Wait for response) So let's go ahead and get you registered so you can give it a try. Where would you like your Medical alert system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

2) I don't need it

(Sir/Ma'am), if you were to have an emergency situation at 3 or 4 in the morning and you weren't able to contact a friend or family member, Agent Med Alert will be there for you at the simple push of a button. Please remember that we are sending you over $400 dollars' worth of equipment at no cost along with the $50 restaurant voucher. I can't guarantee that savings at any other time if you pass this up today. Remember, the only thing you're doing is agreeing to try the system for a month or two, and then

you can make a decision on whether or not you think it's right for you. Let's get you signed up so you can give it a try. What address would you like your medical alert system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

3) Not Interested

What is holding you back? (Sir/Ma'am) Did you know that doctors refer to the first hour after an accident or a heart attack or a stroke as the Golden Hour? Because if they can get to that patient within that first hour the odds of survival are as high as 80%. As time goes on those odds go down by the minute. Wouldn't you want to give yourself the peace of mind of knowing that if anything at all happens to you that we will be there for you at the push of a button and that help is on its way immediately? Surely that's worth about a dollar a day to you, so let's get you registered. Where would you like your Medical Alert System shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

4) I don't think I need a medical alert system

I know you have been independent all your life and are probably struggling with the thought of losing some of that independence due to aging. I know you don't think you need a medical alert system but let me tell you some of the scary facts about senior citizen falls in the United States, and these facts don't even include any other medical issues: Each year, one in every three adults age 65 and older experiences a serious fall. Falls can cause moderate to severe injuries, such as hip fractures and head traumas and can increase the risk of early death because by not getting help quick; enough.

Over 13 million adults 65 and older will fall and be injured this year, which means a senior citizen will fall every 2.3 seconds, and less than half of them get the medical advice they should.

Among older adults (those 65 or older), falls are the leading cause of injury death. Each year, there are approximately 20,000 senior citizens that die from unintentional fall injuries.

The death rates from falls among senior citizens has risen significantly over the past decade. You cannot afford to be without it. Let's go ahead and get you signed up and start keeping you safe. Where would you want your medical alert system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

5) What outcomes of senior citizen falls?

(FACTS) 'Twenty to thirty percent of people who fall suffer moderate to severe injuries such as lacerations, hip fractures, or head traumas. These injuries can make it hard to get around or live independently, and increase the risk of early death.

Falls are the most common cause of traumatic brain injuries, traumatic brain injuries account for approximately 46% of fatal falls among older adults.

(Most fractures among older adults are caused by falls. In 2008, 82% of fall deaths were among people 65 and older.

Remember, the only thing you are doing today is agreeing to try the system for at least a month or two. Let's get you signed up and start keeping you safe. Where would you like your medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

6) Can't Afford It /A

I understand completely. Things are tight in these tough economic times. However, Agent Med Alert is only about a dollar a day and that covers you in the event of any emergency where you may not be able to contact a friend or family member. If you have an emergency situation at 3 or 4 in the morning, Agent Med Alert will be there at the push of a button and will *initiate emergency help within seconds. You can't afford to be without it,* so let's get you registered. Where would you like your Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

7) Can't Afford It /B

(Customer Name), is your health and safety, or maybe even your life not worth about a dollar a day to you or your family? Please remember that we are sending you over $400 dollars' worth of equipment at no cost also no contract and no cancellation fees. I'm sure that once you inform your family that you would like to do this and could use a little help with the $34.95 monthly monitoring costs that they would be happy to help. So let's get you registered. Where would you like your medical alert system shipped to? For the monthly emergency medical monitoring which card would you like to use today? We accept VISA, MasterCard or American Express.

8) Fixed Income/Can't Afford It /C

Do any other bills matter if you're not safe? This is the most important bill. If you don't survive a medical emergency then you won't be around to pay any of those other bills. So let's get you signed up and start keeping you safe. Where would you like your medical alert system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? *We accept VISA, MasterCard or American Express.*

9) Speak with Family/Spouse

I completely understand. However I don't think that any of your family wouldn't understand that you want to protect yourself and ensure your safety in the event of an emergency. You never know when you may need help and are unable to contact someone at that moment. Agent Med Alert is with you 24/7, 365 days a year for under a dollar a day. So let's go ahead and get your equipment out to you. Remember, you are receiving the equipment worth over $400 dollars at no cost. I can't guarantee that savings at any other time, so where would you like your Medical Alert System shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

10) They just won't do it without talking to their family (Son/daughter/husband/wife/kids)

I agree with you (Customer Name), I don't want you to make a decision without your (Son/daughter/husband/kids).

I have a great idea, so just hear me out for a second, okay? We'll send you out the system, there will be no contract, and there will be no cancellation fees, Try it out TOGETHER with your (Son/daughter/husband/kids) and then make a decision TOGETHER on whether or not you want to keep it. But if you and your (Son/daughter/husband/kids) decide you don't want to keep it, then there is no contract and no cancellation fees. This way you can try it with your (Son/daughter/husband/kids) and then make a decision TOGETHER on whether or not you want to keep the system.

Remember, the only thing you are doing today is agreeing to try the system with your (Son/daughter/husband/kids) so you can make a decision together on whether you think the system is right for you.

Now let's go ahead and get you signed up so you can give it try together with your (Son/daughter/husband/kids). What address would you like your system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

11) Speak with husband/wife (family)

I'm fairly confident that they would agree that saving $400 dollars on the equipment cost and protecting your health and safety for about $1 dollar a day is a smart decision. And I also want you to know that you can actually add your spouse to this program if you would like for only an extra $5 per month. That brings the cost down to under 50 cents per day. Remember, you can cancel at any time with no obligation, so even if you try it for a month or two and you find that it's not for you, simply call us to cancel and you are in the clear. So let's get you registered. Where would you like your Medical Alert System shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

12) Call me back A

Let me ask you; is your safety and health worth a dollar a day to you'? (Wait for response) Please remember that because of this special promotion that's only available to you today, we are actually sending you all the equipment at no cost. That's a savings of over $400 dollars if you can accept the offer on this call. I can't guarantee that savings if you pass this up today. So let's go ahead and get you registered. Where would you like your Medical Alert system shipped to? For the monthly emergency

medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

13) Call me back B

I have a great idea, so just hear me out for a second, okay? We'll send you out the system, there will be no contract, there will be no cancellation fees, Try it out and then make a decision on whether or not you want to keep it. But if you decide you don't want to keep it, then there is no contract and no cancellation fees. This way you can try it out and then make a decision on whether or not you want to keep the system. Now let's go ahead and get you signed up so you can give it a try.

Where would you like your Medical Alert System shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard, American Express or Discover.

14) Can I call you back?

(Customer Name) this Live Promotion offer is for today only. We will send your equipment out to you at no cost with no cancellation fees and no contract. The only thing you're doing today is agreeing to try the system for a month or two, then you can decide whether or not you want to keep the system. Let's get you signed up so you can give it a try. What address would you like the system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

15) Can you mail me something/brochure?

The cost to mail materials would increase the price of our Agent Med Alert system. To keep the price affordable to everyone, we ship the system to you

so you can try it for a month or two. This will allow you the freedom to experience the peace of mind yourself. Remember the unit is at NO COST. So let's get you signed up. Where would you like your system shipped to'? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

16) Someone else make health care decisions

If you feel that you are unable to decide on this yourself, but it's something that you really would be interested in, I would be happy to get that person on the line so I can explain it to them so they fully understand it and you can let them know that this is something that you want to do. Who makes these kinds of decisions for you? Would you like me to call them right now? What's their number?

17) Reminder of their decision #1

How about this. We can ship it to you today. You can try it for a month and see if you like it, and then you can make the decision on whether or not you want to keep it. Again, you're not locked into anything because there's absolutely no contract. Remember, you're just giving it a TRY. So if you decide that you don't want to keep it, you're under no obligation. You can cancel at any time with no questions asked. Today you're just agreeing to try the system for a month to see if it's right for you. It's only about a $1 dollar a day, and this protects you in the case of ANY emergency situation, day or night. This way you won't ever have to feel worried or by yourself in the case of an emergency. So, let's get you signed up so you can give it a try. What address would you like the system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express

18) Reminder of their decision #2

Remember, the only thing you are doing today is agreeing to try the system for at least 1 month. (Customer Name) as I have already mentioned, that breaks down to about a dollar a day and for that we guarantee within seconds of you pushing your button at any time, day or night 365 days a year, we will be there for you. Surely the peace of mind that it provides for you and your family is well worth the low cost of about a $1 a day. Let's go ahead and get you registered so you can give it a try. Where would you like your Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

19) Can you just send me a bill every month?

(Customer Name) we would need to have a billing method on file for the monthly cost of only $34,95 in order to send you the actual monitoring equipment which is valued at over $400 dollars. Please remember we are giving that to you at no cost. We simply ask you to cover the monthly monitoring cost, let's go ahead and get you registered. Where would you like your Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

20) I'll just send you a check

(Customer Name), by doing an automated draft, it allows this process to be seamless. Besides, this is how banks do business. They don't write checks to each other, they use electronic wire services and that's why there's no extra charge to you. Not to mention, by mailing a check you would still be providing us with this information anyway, right? By enrolling with a credit card or debit card, we can send you over $400 dollars' worth of equipment at no cost. I can't guarantee that any other way. Let's go ahead and get you registered. Where would you like your

Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

21) If it's free, why do you need my Credit Card/Checking account Information?

In order to ship out your equipment, we need to know that you will use it for at least 1 month. Please understand that even though we provide you the equipment at no cost, which is valued at over $400 dollars, we would need to have a billing method on file for the monthly monitoring fee of only $34.95 per month. (Customer Name), as I have already mentioned, that breaks down *to about a dollar a day and for that we guarantee within seconds of you* pushing your button at any time, day or night, 365 days a year, we will be there for you. Surely the peace of mind that it provides for you and your family is well worth the low cost of about a $1 a day. So let's go ahead and get you registered. Where would you like your Medical alert system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

22) Afraid to use credit-card or debit-card

(Sir, Ma'am) the credit-card or debit-card is the safest way to do anything over the phone because of the Federal Credit-Card protection laws. If you don't get exactly what you were promised, or if there were ANY unauthorized charges, or if we even charged 1 penny more than what we say we were going to charge then you don't have to pay. All you would have to do is call the 800 number on the back of your card, and by law the bank or credit-card company HAS to reverse the charges right there while they are on the phone with you. I assure you that you have nothing to worry about. (GIVE THEM A HUG!) Let's get you signed up so you can give it a try. What type of card would you like to use today? VISA, MasterCard or American Express ?

23) Credit Card Rebuttal # 1

I can appreciate your concerns about protecting your account information. Remember, you can cancel at any time with no questions asked if you find that this is not for you. Our main goal is to have you refer our company to other seniors so we can provide the same level of service to them as we will for you. They will thank you for that. This service saves lives. So let's go ahead and get you registered. Where would you like your Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

24) Credit Card Rebuttal #2

(Customer Name) we work very closely with merchant accounts; VISA, MasterCard and American Express. We wouldn't jeopardize millions of dollars of business for only $34.95. The credit/debit card is the safest way to do business. Remember the only thing you're doing today is agreeing to try it for one month. Where would you like your Medical alert system shipped to? For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

25) Credit Card Rebuttal #3

(Customer Name) If you don't receive exactly what you are promised then you don't have to pay. You are 100% protected by the Federal Consumer Credit Protection Act. We have maintained our relationships with all the banking and regulatory institutes since we came into existence over 30 years ago and that would not have happened if we did not deliver 100% Customer satisfaction. We simply want to impress you and hope in return you will refer us to your friends and family. Don't worry, everything is going to be okay. We're in the business of protecting senior citizens. Let's get you registered so you can give it a try. Would you rather use your debit-card or credit-card?

26) Consumer Credit Protection Act

Mr. /Mrs. have you ever heard of the Consumer Credit Protection Act? Well it's a series of federal laws that were passed in the United States to protect credit card holders. To sum it up they saythat anyone that uses their credit-card/debit-card over the phone or internet is not liable for any charges unless they receive exactly what was promised to them. So there is absolutely no risk to you whatsoever. Over 70% of all Americans USE; their credit/debit card over the phone or the internet. Phone and internet transactions would never have grown to a massive multibillion dollar industry without the federal law protection the credit/debit-card holders. I would never ask you to use your credit/debit-card over the phone if you were not 100% protected by the federal credit card protection act. It's simple, you either get exactly what you were promised or you don't have to pay. Also, if someone uses your credit/debit-card without your authorization, then you are not liable for any of the charges and by law the bank or credit-card company would have to handle it right there while you are on the phone. So there is absolutely no risk to you whatsoever. A credit-card or debit-card is the safest way to do anything over the phone because of these federal laws. (Sir/Ma'am) don't worry everything is going to be okay, we are in the business of protection Senior Citizens. Let's get you signed up, let's keep you safe. We've been protecting Senior Citizens for over 30 years. So let's go ahead and get your Medical Alert System sent out

to you. Where would you like the Medical Alert System shipped to? For the monthly Emergency Medical monitoring, would you like to use your VISA, MasterCard or American Express?

27) FAIR CREDIT PROTECTION ACT

(Sir/Ma'am) the Fair Credit Billing Act law protects you against inaccurate billing charges. By law you don't have to pay for:

- Merchandise that you ordered but never received.
- Good services that you didn't accept or if you didn't receive exactly what you were promised.
- And any inaccurate charges; double charges, and other incorrect charges.

In fact (Sir/Ma'am), the power of this law is so great that it's sensible to pay for items with a credit card/debit card because of all the consumer protection the law offers. Don't worry everything is going to be okay, we are in the business of protection senior citizens. We're going to take care of you, we're going to keep you safe. Let's get you signed up so you can give it a try. Which card would you like to use today? VISA, MasterCard or American Express?

28) How do I know that this is for real?

Agent Med Alert has been in business for over 30 years and has thousands and thousands of satisfied customers. Please understand that our goal is to continue keeping seniors safe and healthy in their own home and delivering a quality service to every new customer as though you had been with us for years. We would not have earned our excellent reputation if we did not deliver and fulfill our services exactly as I have explained them to you. We are so confident with our services that we don't ask you to sign any long

term contracts. That allows you to cancel at any time with no penalty, so that forces us to be better than you expect. Let's go ahead and get you registered so you can give it a try. Where would you like your Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

29) I have never heard of your company

(Customer Name) if we were not who we say we are there's no way we would have lasted for over 30 years. We have maintained our relationships with all the banking and regulatory institutes since we came into existence and that would not happen if we did not deliver 100% customer satisfaction. We simply want to impress you and hope in return you will refer us to your friends and family. So let's go ahead and get you registered. Where would you like your Medical alert system shipped to? / For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard or American Express.

30) Where are you located? Do you operate your own monitoring center?

Agent Med Alert owns its own UL listed monitoring center', staffed with highly trained care specialists at our secure facility in New York. From there we monitor customers from all over the United States, All of our people complete 180 hours of classroom training before they ever take a phone call. All Senior Medical Alert care specialists are CSAA (Central Station Alarm Association) certified. Our specialists exceed the highest standard for monitoring center personnel, plus supervisors are always present to ensure that calls are handled properly.

31) CALL BACK

By taking advantage of this special promotion which is only available today, you receive $400 worth of equipment that we'll be shipped directly to your home or business. Also remember there's no contract or cancellation fees because we understand these are tough economic times. This system is going to give you and your family the peace of mind that you need and deserve. (Mr. /Mrs.) We're so confident with our services that we don't keep any contracts, which allows you to cancel at any time with no penalty. This forces us to be better than you Expect! Let's go ahead get you signed up so you can give it a try. What type of card would you like to use today? VISA, MasterCard or American Express?

32) DON'T THINK THEY NEED IT

I understand that you're on the fence about this or you still wouldn't be on the phone with me. Let me ask you; is your safety and health worth a dollar a day to you? Remember that because of this special promotion that's only available to you today, we are sending you all the equipment at no cost. That's a savings of over $400 dollars if you can accept the offer on this call. I can't guarantee that savings if you pass this up today. So let's go ahead and get you registered. Where would you like your Medical Alert system shipped to?

33) A reminder of what decision they are making...

Remember, the only thing you are doing today is agreeing to try the system with your (Son/daughter/husband/wife/kids s) for a month, then you can make a decision (together) on whether you think the system is right for you. So let's go ahead and get you signed up so you can give it a try (with your Son/daughter/husband/wife/).

GIVE THEM A HUG

Don't worry, everything is going to be okay, we are in the business of protecting senior citizens. Let's get you signed up, let's keep you safe. We've been protecting senior citizens for over 30 years. You will never have to feel alone again in a medical emergency .We're going to keep you safe. Let's go ahead and get you signed up so you can experience the peace of mind for yourself. Where would you like your medical alert system shipped to?

BP

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

COMMERCIAL TELEPHONE SELLER BUSINESS LICENSE APPLICATION

Florida Telemarketing Act
Sections 501.601 – 501.626, Florida Statutes
Rule 5J-6.005, Florida Administrative Code

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Submit and Pay Online at:
www.FreshFromFlorida.com
- or -
Check or Money Order payable to FDACS and remit with application to:

FDACS
P.O. Box 6700
Tallahassee, FL 32314-6700

All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

Please type or print. Additional pages may be attached if additional space is needed. Please ensure that all attachments reflect organization's name or license number and the number of the corresponding question. **All fees are non-refundable.**

Business Information

1. Name of Business *(State the legal name of the entity as registered with the Florida Department of State, Division of Corporations):*
Source One Consumer Solutions, LLC.

Fictitious *(DBA)* **Name:**
N/a
All fictitious names must be registered with the Florida Department of State, Division of Corporations.

2. Mailing Address *(if different from Primary Business Physical Street Address):* **Is this a mail-drop:** ☐ Yes ☒ No
2760 W Atlantic Blvd

City: Pompano Beach **State:** FL **Zip Code:** 33069 -

Primary Business Physical Street Address *(include APT or SUITE # in all address lines):*
2760 W Atlantic Blvd

City: Pompano Beach **State:** FL **Zip Code:** 33069 -

3. Telephone Number: (954) 543 - 5742 **Fax Number:** ( ) N/A -

Email Address: [redacted]@gmail.com **Website:**
**Future correspondence may be electronic, so please make sure that the provided email is accurate and valid.*

4. Form of organization:
☐ Corporation ☑ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other *(please describe):*
If the applicant is a corporation, provide a copy of the articles of incorporation and the bylaws. If the applicant is a partnership, provide a copy of any written partnership agreement.

Date incorporated or legally established: 10 (Month) / 14 (Day) / 2014 (Year) **State:** Florida

5. Federal Employer ID Number *[s. 119.092, F.S.]:* [redacted]

DEPT OF AGRICULTURE AND CONSUMER SERVICES
MAY 8 - 2015
BUREAU OF FINANCE AND ACCOUNTING

Org Code: 42 10 06 25 000
EO: A2
Object Code: 002050 $1,500.00

DTN/FAID: 2695429
15-03917696-0001
1,500.00 05/08/2015
Dep#991411

6. List all parent or affiliated entities that will engage in a business transaction with the purchaser relating to any sale solicited by the applicant; or accepts responsibility or is otherwise held out by the applicant as being responsible for any statement or act of the applicant relating to the sale solicited by the applicant: *[s. 501.605(2)(i), F.S.]* ☒ N/A

Parent ☐ **Affiliate** ☐ **Legal Name:** _____

Fictitious (DBA) Name(s):** _____ **Physical Address:** _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: (_____) _____ - _____

Form of organization:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(please describe)*: _____

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: _____ / _____ / _____ **State:** _____
Month *Day* *Year*

Parent ☐ **Affiliate** ☐ **Legal Name:** _____

Fictitious (DBA) Name(s):** _____ **Physical Address:** _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Telephone Number: (_____) _____ - _____

Form of organization:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(please describe)*: _____

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: _____ / _____ / _____ **State:** _____
Month *Day* *Year*

***All fictitious names must be registered with the Florida Department of State, Division of Corporations. If applicant is not an individual then 'Name' is the legal name of the applicant as listed with the Division of Corporations. You must list all names under which you intend to do business.*

CRIMINAL AND LITIGATION HISTORY *[s. 501.605(2)(d-h), F.S.]*

7. Please select either **YES** or **NO** to the questions below for the business entity. If you answered yes to any of the following, please explain your answer below. (attach additional sheets as necessary using the same format)

a. Has the applicant previously been arrested for, convicted of, or is under indictment or information for, a felony? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☑ No

b. Has the applicant previously been convicted of, under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☑ No

c. Has the applicant ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? ☐ Yes ☑ No

d. Has the applicant worked for, or been affiliated with, a company that has had entered against it an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, and assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☒ No

e. Has the applicant had entered against him or her an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? Is any litigation pending against the applicant? ☐ Yes ☒ No

Legal Name: _____ **Court/administrative agency rendering the conviction, judgment, or order:** _____

Governmental agency which brought the action: _____ **Nature of conviction, judgment, order or action:** _____

Date of Action: ____ / ____ / ____ **Docket Number:** _____ **Was adjudication withheld?** ☐ Yes ☐ No

BUSINESS HISTORY

8. List each business or occupation engaged in by the applicant during the 3 years immediately preceding the date of the application and the location thereof. You **must** account for the **last 3 years** whether employed or unemployed. (attach additional sheets as necessary using the same format) *[s. 501.605(2)(b), F.S.]*

a. **From:** 9 / 9 / 2014 **To:** Present

Title *(Occupation)*: Customer Service Rep

b. **From:** 9 / 8 / 2008 **To:** 9 / 15 / 2014

Name of Business: Teleperformance

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 7562 Southgate Blvd

City: North Lauderdale **State:** FL **Zip Code:** 33068 -

Title *(Occupation)*: Computer Tech Support

Name of Business: Support Space / Best Buy

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 395 Oyster Point Blvd Suite 300

City: South San Francisco **State:** CA **Zip Code:** 94080 -

9. **Does the applicant have previous experience as a commercial telephone seller or salesperson?** *[s.501.605(2)(c), F.S.]*

☒ Yes ☐ No **If yes,** provide previous experience *(in months)* as a commercial telephone seller or salesperson: 36 mos.

10. List the following information for each principal officer, director, trustee, shareholder, owner, or partner of the applicant, and of each other person responsible for the management of the business of the applicant; list all affiliates; list each office manager or other person principally responsible for a location from which the applicant will do business. (attach additional sheets as necessary using the same format)

Legal Name: Sandra Lee Snyder **Title:** Owner

Previous or A.K.A. Names: n/A

Date of Birth: [redacted] **Driver's License Number or Government Issued ID:** [redacted] **State of Issue:** FL

Current Physical Home Address *(if applicable please include suite, apartment and/or unit numbers)*: [redacted]

City: Wilton Manors **State:** FL **Zip Code:** [redacted]

Telephone Number: (954) [redacted] **Email Address:** [redacted]@gmail.com

Does this person have previous experience as a commercial telephone seller or salesperson *[s. 501.605(2)(c), F.S.]*:

☒ Yes ☐ No

If Yes, Name of Firm: Agent Med Alert LLC

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 2455 E Sunrise Blvd Suite 901

City: Ft. Lauderdale **State:** FL **Zip Code:** 33304

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. (attach additional sheets as necessary using the same format) *[ss. 501.605 and 501.606, F.S.]*

a. Has this person ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? ☐ Yes ☒ No

b. Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

c. Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☒ No

d. Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐ Yes ☒ No

e. Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or had responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐ Yes ☒ No

Legal *(True)* Name:

Court/administrative agency rendering the conviction, judgment, or order:

Governmental agency which brought the action:

Nature of conviction, judgment, order or action:

Date of Action: ____ / ____ / ____

Docket Number:

Was adjudication withheld? ☐ Yes ☐ No

11. List all salespersons or other persons employed by the applicant. All salespersons must be separately licensed (see form FDACS-10005, Commercial Telephone Salesperson Individual License Application, Rev. 08/13). Use a separate sheet for each person. **Provide a statement if you have no salesperson(s) at the current time.**

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. (attach additional sheets as necessary using the same format) *[s. 501.606, F.S.]*

Legal Name:

Previous or A.K.A. Name(s):

Current Home Address:

City:

State:

Zip Code: ____ - ____

Date of Birth: ____ / ____ / ____

Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☒ No

Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐ Yes ☒ No

Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or has responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐ Yes ☒ No

Legal *(True)* Name:

Court/administrative agency rendering the conviction, judgment, or order:

Governmental agency which brought the action:

Nature of conviction, judgment, order or action:

Date of Action: ____ / ____ / ____

Docket Number:

Was adjudication withheld? ☐ Yes ☐ No

12. List all locations from which the applicant will be doing business and include a **list of all phone numbers associated with each address**. (attach additional sheets as necessary using the same format) *[s. 501.605(2)(j-k), F.S.]*

a. Legal Name of Business:
Source One Consumer Solutions LLC

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*
2760 W Atlantic Blvd

Is this a mail-drop? ☐ Yes ☒ No

City: Pompano Beach **State:** FL **Zip Code:** 33069 -

Main Telephone Number: (954) 543 - 5742 **Name of Location Manager:** To be determined.

Location Phone Numbers:

b. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

c. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

d. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* **Is this a mail-drop?** ☐ Yes ☐ No

City: **State:** **Zip Code:** ____ - ____

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

e. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* **Is this a mail-drop?** ☐ Yes ☐ No

City: **State:** **Zip Code:** ____ - ____

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

Questions numbered 13 – 17, check only "a," "b," or "c" *(if applicable)* **and complete those selected requirements.**

13. ☒ a. Attached and marked Exhibit 2 are copies of all sales scripts given to those soliciting for the applicant. *[s. 501.605(2)(l)3, F.S.]*

☐ b. The applicant does not use sales scripts.

14. ☒ a. Attached and marked Exhibit 3 are copies of all sales information or literature the applicant provides to salespeople or of which the applicant informs to applicant's salespeople (including, but not limited to, scripts, outlines, instructions and information regarding how to conduct telephonic sales, sample introductions, sample closings, product information and contest or premium award information.) *[s. 501.605(2)(l)3, F.S.]*

☐ b. The applicant does not provide salespersons with or inform salespersons of any sales information or literature described in 12(a).

15. a. Attached and marked Exhibit 4 are copies of all written material the applicant sends to any prospective or actual purchaser. *[s. 501.605(2)(l)3, F.S.]*

☒ b. The applicant does not send any written material to any prospective or actual purchaser.

16. ☐ a. The applicant informs prospective or actual purchasers that the purchaser is eligible to receive certain items which may be referred to as gifts, premium, bonuses, prizes, or otherwise, and **EACH** of the following apply: [s. 501.614, F.S.]

- The item(s) is/are offered unconditionally;
- The buyer has seven (7) days to return the goods or cancel services;

- The buyer will receive a full refund in thirty (30) days;
- The buyer has the right to keep the gift, premium, bonus or prize without cost.

☐ **b.** If the applicant or applicant's salespeople represent or imply to prospective or actual purchasers that the purchaser will receive certain specific items or one or more items from among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate, whether the items are referred to as gifts, premiums, bonuses, prizes, or otherwise, list the following:

Item offered: _____

Price or value of worth: $ _____

Basis for valuation: _____

Price paid by applicant: $ _____

Supplier's Name:

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

☒ **c.** Does not apply.

(Attach additional sheets as necessary using the same format)

17. ☐ **a.** A purchaser receives all of the items described by applicant's salespeople. *[s. 501.614(5), F.S.]*

☐ **b.** Complete the following in the event a purchaser does not actually receive all of the items described by the seller or salesperson:

- Applicant decides which item or items a particular prospective purchaser is to receive in the following manner:

_____

- The odds a single prospective purchaser has of receiving each item described is:

_____

- The name and address of each recipient who has during the preceding 12 months (or if applicant has not been in business that long, during the period applicant has been in business) received any gift, premium, bonus prize:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

(Attach additional sheets as necessary using the same format)

☐ **c.** Applicant does not represent or imply prospective or actual purchasers will receive certain specific items, one or more items among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate.

18. ☒ Attached and marked as Exhibit 5 is a copy of the written statement of terms and conditions provided to the purchaser. *[s. 501.614(3), F.S.]*

19. Provide the following information for EACH institution where banking or similar monetary transactions are done by the applicant: *[s. 501.606(3), F.S.]*

Name of Institution: _____ **Name of Contact Person:** _____

Telephone Number: ( ) - **Account Number(s):** _____

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* _____

City: _____ **State:** **Zip Code:** -

Name of Institution: _____ **Name of Contact Person:** _____

Telephone Number: ( ) - **Account Number(s):** _____

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* _____

City: _____ **State:** **Zip Code:** -

20. Name and address of agent in Florida who is authorized to receive service of process:

Legal Name: Source One Consumer Solutions, LLC

Current Physical Address *(if applicable please include suite, apartment and/or unit numbers):* 2760 W Atlantic Blvd.

City: Pompano Beach **State:** FL **Zip Code:** 33069-

Telephone Number: (954) 543-5742 **Email Address:** [redacted]@gmail.com

21. Brief description of product(s) sold and/or service(s) provided:
Customer relationships and sales of health related services, as well as comfort products.

22. IN ADDITION TO THE DOCUMENTS REQUIRED ABOVE, PLEASE ATTACH ONE OF THE FOLLOWING FORMS OF SECURITY IN THE MINIMUM AMOUNT OF $50,000.

☒ **Surety Bond** ☐ **Letter of Credit** ☐ **Certificate of Deposit**

The security must be issued by a company authorized to transact business in this state. Documents are included in the application package. You must maintain the security as long as the license is in effect.

☒ **LICENSING FEE - $1,500,** Check or Money order made payable to FDACS.

Verification and Signature

I understand that the Florida Department of Agriculture and Consumer Services will conduct a background investigation of the individuals listed in the application.

I hereby give my permission and waive any provisions of law that forbid any court, police agency, employer, firm, or person, from disclosing any knowledge or information they have concerning me which is requested by the Florida Department of Agriculture and Consumer Services. I further consent and request that the Division Director of the Division of Consumer Services, or the Director's representative, be provided with a certified copy of any such record concerning me which they may deem necessary in the performance of their investigation.

Any commercial telephone seller or salesperson who falsifies information on an application commits a felony of the third degree, punishable as provided in s. 775.082, 775.083, or 775.084, F.S.

I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION, AND IN ANY EXHIBITS ATTACHED HERETO, IS TRUE AND CORRECT.

S. S.
Signature

Sandra Lee Snyder
Print Name

(954) [redacted]
Telephone Number

4/30/15
Date

2695429

SALES SCRIPT 1.5

This is (Rep name), my **Agent Med Alert Assistance number** is (Say agent #), and may I ask whom I'm speaking with? (type their name) In case we get disconnected is this the best phone number to reach you back on? Great!

For responding today to our **Med Alert** assistance program, you've been selected to receive a medical alert system that has a value of over $400 dollars.

You're probably familiar with the Medical Alert System seen in the TV commercials or maybe you've seen the Medical Alert System in the USA today, US news or Smart Source Magazine.

It's the same system as seen on TV and the way it works is very simple. If you have a medical emergency, a fire, burglary or even something as simple as a fall that you have difficulty getting up from, you simply push the button on the light-weight, waterproof necklace or bracelet and speak hands free from anywhere in your home to a live certified Emergency Medical Technician (EMT). They will evaluate your situation, immediately get you the help you need, notify family or 911 and comfort you until help arrives. Your alert button works from anywhere in your home and it even works outside of your home. It has up to ~~800~~ 1500 foot range, which is over ~~2~~ 3 football fields!

(Mr/Mrs Senior name) This device will give you the peace of mind that you need, allow you to feel safe and make sure that you never feel alone in the case of an emergency. In fact, Our device is trusted by thousands of hospitals and more than 65,000 health-care professionals. Our device has been helping save the lives of America's senior citizens for over 30 years.

(Mr/Mrs Senior name) Your medical alert system package includes:

- A medical alert base station with a loud speaker and a very sensitive microphone and your choice of a waterproof wrist or necklace button.
- We'll include an Away From Home protection card that gives emergency personnel 24 hour a day-7 day a week access to your important medical information.
- You get Unlimited contact with our Emergency Medical Technicians, which means you can push the button as many times as you want at NO CHARGE. If you like, you can push the button and talk to us every day just to give yourself the peace of mind, that we are always there by your side and ready to help.
- You will also be receiving a $50 restaurant.com voucher good for dinning at 50,000 participating restaurants in your area.
- Additionally, you will also receive with your unit an Exclusive Benefit Solutions prescription discount card which can help your family save up to $1000 dollars or more per year on health care services.

Now (Mr/Mrs Senior name), the equipment is at NO COST. Normally all of this would cost you over $400 dollars, but today you pay absolutely nothing for the equipment. The only thing you're responsible for today is the Emergency Medical monitoring of just $34.95 a month. The billing cycle doesn't start until you receive the system and everything else is at NO COST. Remember you may cancel at any time with no cancellation fees and no contract. Alright (Mr/Mrs Senior name), what address would you like your medical alert system shipped to? (type in the information)

For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard, American Express or Discover. (next page)

[(if no credit-card, then say): "**Do you have a debit-card**? We can get you signed up with that as well." (if no debit-card then, ask "**Do you receive benefits?**". If they do, then tell them to "**Go get your green, *Direct Express Card* that you receive your benefits on.**")

If they say they don't have a debit-card, credit-card, or benefits card, then you must read all of the credit-card rebuttals: #'s **23**, 24, 25, 26, and **27** before asking for their checking account/savings account.) Then say: **We can also get you signed up with your checking account, so go ahead and grab a check, we can get you signed up with that instead.**(have the senior read the numbers on the bottom of the check from left to right. The first 9 #'s on the bottom of the check are the routing numbers, the next set of numbers is the account number. The check number should be on top right of check, or the last set of numbers on the bottom of the check)]

Do you have a spouse or someone else in your home that you would also like to be protected? (If Yes, then go on, If No skip to "Fill out the customer information form") Okay we will also send you an additional wrist or necklace button for your spouse, the only thing you will need to pay is an additional $5.00 per month to cover the emergency medical monitoring. So both you and your spouse would be protected for just $39.95 a month and all of the equipment and is still FREE.

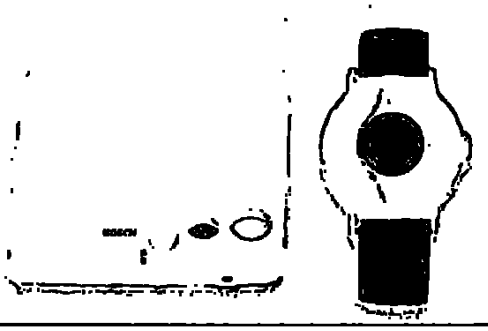
FILL OUT THE CUSTOMER INFORMATION FORM ON YOUR COMPUTER

Now this is just a reminder, the $34.95 will be charged today and will cover your first month of monitoring. Your equipment will be shipped to you at (repeat their address) and will arrive within the next 11 to 14 business days. Your $50 dollar restaurant voucher and Wellness Card will be shipping out separately. Don't forget to activate your system as soon as you receive it by plugging it in to your phone line jack and pushing the button. This will make a test call to activate your system and immediately start protecting you.

Okay, I am going to transfer you to our confirmation department so they can give you your order number and verify that I entered all of your information into the system correctly. They will also give you our customer service number in case you have any additional questions. Thank you very much and I hope you enjoy the safe feeling of having a medical alert system.Please hold while I transfer you to the confirmation department. Make sure you keep your Credit-card/Check handy. Don't hang up until you talk to the confirmation department, okay? (wait for response)

STAND UP AND CALL OUT "CONFIRMATION!!!"

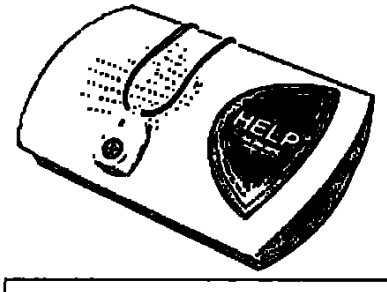
*REMINDER FOR REPS: You must put EVERYTHING in the notes that you offered the customer.



Basic Medical Alarm **Our Basic Unit, Only works with Landline, NOT DIGITAL PHONES - Waterproof button** **Nuestra unidad basica, solo trabaja con linea telefonica normal, NO TRABAJA CON LINEAS DIGITALES - Boton Resistente al agua**	**Product** **$34.95** per Month **$99.99** every 3 Months **$384.45** per Year **CAN DROP $5.00 TO SAVE DEAL**



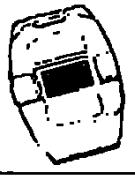
Medilok Lockbox **Lock to be installed in the front door knob, with a compartment that holds up to 4 keys, Avoid broken doors.** **Candado de seguridad que se coloca en la perilla de la puerta, con compartimento para guardar hast 4 llaves, Evite puertas rotas**	**Product** **$40.00** One-time Fee for Purchase **$30.00** One-time Fee for Purchase **$20.00** One-time Fee for Purchase



VoIP Unit **Our Magic Unit, works with either Landline or digital phones. Waterproof button** **Nuestra mejor unidad, trabaja con lineas telefonicas normal y digital. Boton resistente al agua**	**Product** **$34.95** per Month **$99.99** every 3 Months **$384.45** per Year **CAN DROP $5.00 TO SAVE DEAL**



Cellular In-Home Unit **Cellular Unit, no need of a phone in the house, works with cellphone towers around.** **Waterproof button** **Unidad Celular, no necesita linea telefonica, trabaja con las torres celulares alrededor.** **Boton resistente al agua**	**Product** **$44.95** per Month **$134.85** every 3 Months **$539.40** per Year **NO DISCOUNTED PRICE**



Mobile Help Cellular **GPS Unit, wireless unit with a 24 hour battery, comes with an extra battery.** **Have a GPS Locator that allow EMT to find the senior anywhere. NOT WATERPROOF** **UnidadGPS, unidad inalambrica con bateria de 24 horas de carga, trae una bateria extra.** **Tiene localizador GPS que permite a la ambulancia encontrar al cliente en cualquier parte.** **NO ES RESISTENTE AL AGUA**	**Product** **$44.95** per Month **$134.85** every 3 Months **$539.40** per Year **NO DISCOUNTED PRICE**



Extra Buttons - Wrist **Extra Wrist button, in case the customer would like to add the spouse to the service.** **Can only be offer with the Basic, VOIP, Cellular and Fall Detector units** **Boton adicional para la muñeca, cuando el cliente quiere añadir al esposo a la cuenta.** **Solo se puede ofrecer con la unidad Basica, VOIP, Celular y Fall detector.**	**Product** **$5.00** per Month for Rental **$15.00** every 3 Months for Rental **$60.00** per Year for Rental



Extra Buttons - Neck
Extra pendant button, in case the customer would like to add the spouse to the service.
Can only be offer with the Basic, VOIP, Cellular and Fall Detector units

Boton adicional para el cuello, cuando el cliente quiere añadir al esposo a la cuenta.
Solo se puede ofrecer con la unidad Basica, VOIP, Celular y Fall detector.

	**Product** **$5.00 per Month** **$15.00 every 3 Months** **$60.00 per Year**
Fall Detector **Fall detector, button have a sensor that detects when the customer is falling or is laying down** **Only works with Landline, NOT DIGITAL PHONES. NOT WATERPROOF** **Nuestra unidad basica, solo trabaja con linea telefonica normal,** **NO TRABAJA CON LINEAS DIGITALES. NO ES RESISTENTE AL AGUA**	**Product** **$40.00 per Month** **$120.00 every 3 Months** **$480.00 per Year** **NO DISCOUNTED PRICE**

Translation Option **Our monitoring centers have over 200 different languages** **Nuestros centros de monitoreo tienen mas de 200 diferentes idiomas disponibles**	**Product** **$5.00 per Month** **$15.00 every 3 Months** **$60.00 per Year**

SALES SCRIPT 1.5

This is (Rep name), my **Agent Med Alert Assistance number** is (Say agent #), and may I ask whom I'm speaking with? (type their name) In case we get disconnected is this the best phone number to reach you back on? Great!

For responding today to our **Med Alert** assistance program, you've been selected to receive a medical alert system that has a value of over $400 dollars.

You're probably familiar with the Medical Alert System seen in the TV commercials or maybe you've seen the Medical Alert System in the USA today, US news or Smart Source Magazine.

It's the same system as seen on TV and the way it works is very simple. If you have a medical emergency, a fire, burglary or even something as simple as a fall that you have difficulty getting up from, you simply push the button on the light-weight, waterproof necklace or bracelet and speak hands free from anywhere in your home to a live certified Emergency Medical Technician (EMT). They will evaluate your situation, immediately get you the help you need, notify family or 911 and comfort you until help arrives. Your alert button works from anywhere in your home and it even works outside of your home. It has up to 800 foot range, which is over 2 football fields!

(Mr/Mrs Senior name) This device will give you the peace of mind that you need, allow you to feel safe and make sure that you never feel alone in the case of an emergency. In fact, Our device is trusted by thousands of hospitals and more than 65,000 health-care professionals. Our device has been helping save the lives of America's senior citizens for over 30 years.

(Mr/Mrs Senior name) Your medical alert system package includes:

- A medical alert base station with a loud speaker and a very sensitive microphone and your choice of a waterproof wrist or necklace button.
- We'll include an Away From Home protection card that gives emergency personnel 24 hour a day-7 day a week access to your important medical information.
- You get Unlimited contact with our Emergency Medical Technicians, which means you can push the button as many times as you want at NO CHARGE. If you like, you can push the button and talk to us every day just to give yourself the peace of mind, that we are always there by your side and ready to help.
- You will also be receiving a $50 restaurant.com voucher good for dinning at 50,000 participating restaurants in your area.
- Additionally, you will also receive with your unit an Exclusive Benefit Solutions prescription discount card which can help your family save up to $1000 dollars or more per year on health care services.

Now (Mr/Mrs Senior name), the equipment is at NO COST. Normally all of this would cost you over $400 dollars, but today you pay absolutely nothing for the equipment. The only thing you're responsible for today is the Emergency Medical monitoring of just $34.95 a month. The billing cycle doesn't start until you receive the system and everything else is at NO COST. Remember you may cancel at any time with no cancellation fees and no contract. Alright (Mr/Mrs Senior name), what address would you like your medical alert system shipped to? (type in the information)

For the monthly emergency medical monitoring, which card would you like to use today? We accept VISA, MasterCard, American Express or Discover. (next page)

[(if no credit-card, then say): **"Do you have a debit-card?** We can get you signed up with that as well." (if no debit-card then, ask "**Do you receive benefits?**". If they do, then tell them to **"Go get your green, *Direct Express Card* that you receive your benefits on."**)

If they say they don't have a debit-card, credit-card, or benefits card, then you must read all of the credit-card rebuttals: #'s **23**, 24, 25, 26, and **27** before asking for their checking account/savings account.) Then say: **We can also get you signed up with your checking account, so go ahead and grab a check, we can get you signed up with that instead.**(have the senior read the numbers on the bottom of the check from left to right. The first 9 #'s on the bottom of the check are the routing numbers, the next set of numbers is the account number. The check number should be on top right of check, or the last set of numbers on the bottom of the check)]

Do you have a spouse or someone else in your home that you would also like to be protected? (If Yes, then go on, If No skip to "Fill out the customer information form") Okay we will also send you an additional wrist or necklace button for your spouse, the only thing you will need to pay is an additional $5.00 per month to cover the emergency medical monitoring. So both you and your spouse would be protected for just $39.95 a month and all of the equipment and is still FREE.

FILL OUT THE CUSTOMER INFORMATION FORM ON YOUR COMPUTER

Now this is just a reminder, the $34.95 will be charged today and will cover your first month of monitoring. Your equipment will be shipped to you at (repeat their address) and will arrive within the next 11 to 14 business days. Your $50 dollar restaurant voucher and Wellness Card will be shipping out separately. Don't forget to activate your system as soon as you receive it by plugging it in to your phone line jack and pushing the button. This will make a test call to activate your system and immediately start protecting you.

Okay, I am going to transfer you to our confirmation department so they can give you your order number and verify that I entered all of your information into the system correctly. They will also give you our customer service number in case you have any additional questions. Thank you very much and I hope you enjoy the safe feeling of having a medical alert system.Please hold while I transfer you to the confirmation department. Make sure you keep your Credit-card/Check handy. Don't hang up until you talk to the confirmation department, okay? (wait for response)

STAND UP AND CALL OUT "CONFIRMATION!!!"

*REMINDER FOR REPS: You must put EVERYTHING in the notes that you offered the customer.

Where did you get my number?

(Sir/Ma'am) you are receiving this call because you opted-in somewhere to receive special offers. You would have opted-in either by having a check box checked while purchasing something on the internet, through a sweepstake, an order you did by mail or catalog, or maybe though a medication or health care purchase. (Go back to the script)

Early Objection # 1

(Sir/Ma'am) give me just a moment to give you the information so you'll understand the entire package and how our system works. I'll be glad to answer any questions you may have at the end. (Go back to the script)

Early Objection # 2 (can't afford it)

(Sir/Ma'am) (This program is designed for people on a fixed income). This package includes $3,000 in grocery coupons. Just give me a moment to give you the information so you'll understand the package. (Go back to the script)

1. Not Interested/Don't Need It

(Customer Name) I sincerely hope that you never need to use our service, but I can promise you this, if you do we will be there for you at the simple push of a button and help will be on its way. This unit saves lives. You must agree with me that the peace of mind that this brings is most certainly worth about a dollar a day, right? So let's go ahead and get you registered. **Where would you like your Medical alert system shipped to?**

2. I do not need it

(Sir/Ma'am), if you were to have an emergency situation at 3 or 4 in the morning and you weren't able to contact a friend or family member, Senior Immediate Response will be there for you at the simple push of a button. Please remember that we are sending you over $400 dollars, worth of equipment at no cost along with $3,000 in grocery coupons. I can't guarantee that savings at any other time if you pass this up today. Remember, the only thing you're doing is agreeing to Use the system for a month or two, and then you can make a decision on whether or not you think it's right for you. So let's get you signed up so you can give it a use. **What address would you like your medical alert system shipped to?**

IC.

Revised 08/2014

3. Not Interested

(What is holding you back?) (Sir/Ma'am) Did you know that doctors refer to the first hour after an accident or a heart attack or a stroke as the Golden Hour? Because, if they can get to that patient within that first hour the odds of survival are as high as 80%. As time goes on those odds go down by the minute. Wouldn't you want to give yourself the peace of mind of knowing that if anything at all happens to you that we will be there for you at the push of a button and that help is on its way immediately? Surely that's worth about a dollar a day to you, so let's get you registered. **Where would you like your Medical Alert System shipped to?**

4. I don't think I need a medical alert system

I know you have been independent all your life and are probably struggling with the thought of losing some of that independence due to aging, and I know you don't think you need a medical alert system but let me tell you some of the *scary facts* about senior citizen falls in the United States, and these facts don't even include any other medical issues;

Each year, one in every three adults age 65 and older experiences a serious fall. Falls can cause moderate to severe injuries, such as hip fractures and head traumas and can increase the risk of early death because by not getting help quick enough.

Over 13 million adults 65 and older will fall and be injured this year, which means a senior citizen will fall every 2.3 seconds, and less than half of them get the medical advice they should.

Among older adults (those 65 or older), falls are the leading cause of injury death. Each year, there are approximately 20,000 senior citizens that die from unintentional fall injuries. The death rates from falls among senior citizens has risen significantly over the past decade. You cannot afford to be without it. Let's go ahead and get you signed up and start keeping you safe. **Where would you like your medical alert system shipped to?**

5. What outcomes of senior citizen falls? (FACTS)

Twenty to thirty percent of people who fall suffer moderate to severe injuries such as lacerations, hip fractures, or head traumas. These injuries can make it hard to get around or live independently, and increase the risk of early death.

Falls are the most common cause of traumatic brain injuries, traumatic brain injuries account for approximately 46% of fatal falls among older adults.

Most fractures among older adults are caused by falls. In 2008, 82% of fall deaths were among people 65 and older. Remember, the only thing you are doing today is agreeing to use the system for at least a month or two. Let's get you signed up and start keeping you safe. **Where would you like your medical alert system shipped to?**



Revised 08/2014

6. I Can't Afford It

I understand completely. Things are tight in these tough economic times. However, Senior Immediate Response is only about a dollar a day and that covers you in the event of any emergency where you may not be able to contact a friend or family member. If you have an emergency situation at 3 or 4 in the morning, Senior Immediate Response will be there at the push of a button and will initiate emergency help within seconds. You can't afford to be without it, so let's get you registered. **Where would you like your Medical alert system shipped to?**

7. Can't Afford It

(Customer Name), is your health and safety, or maybe even your life not worth about a dollar a day to you or your family? Please remember that we are sending you over $400 dollars worth of equipment at no cost along with $3,000 in grocery coupons. I'm sure that once you inform your family that you would like to do this and could use a little help with the $34.95 monthly monitoring costs that they would be happy to help. So let's get you registered. **Where would you like your medical alert system shipped to?**

8. Fixed Income/Can't Afford It

Do any other bills matter if you're not safe? This is the most important bill. If you don't survive a medical emergency then you won't be around to pay any of those other bills. So let's get you signed up and start keeping you safe. **Where would you like your medical alert system shipped to?**

9. Discount Coupon Rebuttal

The discount coupons you are receiving are designed to help offset the price of your monthly monitoring, save you money and can be used for all kinds of things that you do and buy every week. These coupons include grocery coupons that can be used at the same grocery stores that you shop at now to buy the same products you buy every week and also include dining and other item coupons. You can use the $3,000 dollars worth of coupons to save money each week until you have spent the entire $3,000 dollars. You simply select the coupons you want for the things you buy every week and the savings goes directly in your pocket. By using just $15 dollars in coupons per week you can pay for your monthly monitoring and put an extra $25 dollars back in your pocket each month. Our goal is to provide you with a way to keep yourself safe and protected and save you money by discounting the groceries and items you buy every week. **So let's go ahead and get you signed up today so you can start feeling safe and protected as well as put some money back in your pocket each month. Would you rather use your VISA, Master-card, Discover, or American Express for the monthly monitoring fee?**

10. Speak with Family/Spouse

I completely understand. However I don't think that any of your family wouldn't understand that you want to protect yourself and ensure your safety in the event of an emergency. You never know when you may need help and are unable to contact someone at that moment. Senior Immediate Response is with you 24/7, 365 days a year for as little as around about a dollar a day. So let's go ahead and get your equipment out to you. Remember, you are receiving the equipment worth over $400 dollars at no cost, along with $3,000 in grocery coupons. **I can't guarantee that savings at any other time, so where would you like your Medical Alert System shipped to?**

11. Speak with Family/Spouse

I'm fairly confident that they would agree that saving $400 dollars on the equipment cost and protecting your health and safety for about a $1 dollar a day is a smart decision. And I also want you to know that you can actually add your spouse to this program if you would like for only an extra $5 per month. That brings the cost down to about .50 cents per day. Remember, you can cancel at any time with no obligation, so even if you use it for a month or two and you find that it's not for you, simply call us to cancel with no questions asked and you are in the clear. So let's get you registered. **Where would you like your Medical Alert System shipped to?**

12. They just won't do it without talking to their (Son/daughter/husband/wife/kids)

I agree with you (Customer Name), I don't want you to make a decision without your (Son/daughter/husband/kids).

I have a great idea, so just hear me out for a second, okay? We'll send you out the system, we'll pay for the shipping, there will be no contract, there will be no cancellation fees, Use it TOGETHER with your (Son/daughter/husband/kids) and then make a decision TOGETHER on whether or not you want to keep it. But if you and your (Son/daughter/husband/kids) decide you don't want to keep it, then there is no contract and no cancellation fees. This way you can use it with your (Son/daughter/husband/kids) and then make a decision TOGETHER on whether or not you want to keep the system.

Remember, the only thing you are doing today is agreeing to use the system with your (Son/daughter/husband/kids) so you can make a decision together on whether you think the system is right for you. Now let's go ahead and get you signed up so you can give it use together with your (Son/daughter/husband/kids). **What address would you like your system shipped to?**

13. Someone makes health care decisions

If you feel that you are unable to decide on this yourself but it's something that you really would be interested in, I would be happy to get that person on the line so I can explain it to them so they fully understand it and you can let them know that this is something that you want to do. Who makes these kinds of decisions for you? Would you like me to call them right now? What's their number?

14. Call me back

Let me ask you; is your safety and health worth a dollar a day to you? (Wait for response) Please remember that because of this special promotion that's only available to you today, we are actually sending you all the equipment at no cost along with $3,000 in grocery coupons. That's a savings of over $400 dollars if you can accept the offer on this call. I can't guarantee that savings if you pass this up today. So let's go ahead and get you registered. **Where would you like your Medical Alert system shipped to?**

15. Call me back

I have a great idea, so just hear me out for a second, okay? We'll send you out the system, we'll pay for the shipping, there will be no contract, there will be no cancellation fees, Use it out and then make a decision on whether or not you want to keep it. But if you decide you don't want to keep it, then there is no contract and no cancellation fees. This way you can use it out and then make a decision on whether or not you want to keep the system. Now let's go ahead and get you signed up so you can give it a try . **Where would you like your Medical Alert System shipped to?**

16. Can I call you back?

(Customer Name) this Live Promotion offer is for today only. It includes $3,000 dollars in grocery coupons and you get the system at no cost. Remember the only thing you're doing today is agreeing to use the system for a month or two, then you can decide whether or not you want to keep the system. Let's get you signed up so you can give it a Try . **What address would you like the system shipped to?**

17. Can you mail me something/brochure?

The cost to mail materials would increase the price of our Senior Immediate Response system. To keep the price affordable to everyone, we ship the system to you FREE of charge for you to use for a month or two. This will allow you the freedom to experience the peace of mind yourself. Remember the unit is at NO COST, and the shipping is at NO COST. So let's get you signed up. **Where would you like your system shipped to?**

18. Reminder of their decision # 1

How about this? We can ship it to you today. You can use it for a month and see if you like it, and then you can make the decision on whether or not you want to keep it. Again, you're not locked into anything because there's absolutely no contract. Remember, you're just giving it a Try . So if you decide that you don't want to keep it, you're under no obligation. You can cancel at any time with no questions asked. Today you're just agreeing to use the system for a month to see if it's right for you. It's only about a $1 dollar a day, and this protects you in the case of ANY emergency situation, day or night. This way you won't ever have to feel worried or by yourself in the case of an emergency. So, let's get you signed up so you can give it a Try . **What address would you like the system shipped to?**

19. Reminder of their decision # 2

Remember, the only thing you are doing today is agreeing to use the system for at least 1 month. (Customer Name) as I have already mentioned, that breaks down to about a dollar a day and for that we guarantee within seconds of you pushing your button at any time, day or night 365 days a year, we will be there for you. Surely the peace of mind that it provides for you and your family is well worth the low cost of about a $1 a day. Let's go ahead and get you registered so you can give it a Try . **Where would you like your Medical alert system shipped to?**

20. Can you just send me a bill every month?

(Customer Name) we would need to have a billing method on file for the monthly cost of only $34.95 in order to send you the actual monitoring equipment which is valued at over $400 dollars. Please remember we are giving that to you at no cost, without even a charge for shipping it to you. We simply ask you to cover the monthly monitoring cost. Let's go ahead and get you registered. **Where would you like your Medical alert system shipped to?**

21. I'll just send you a check

(Customer Name), by doing an automated draft, it allows this process to be seamless. Besides, this is how banks do business. They don't write checks to each other, they use electronic wire services and that's why there's no extra charge to you. Not to mention, by mailing a check you would still be providing us with this information anyway, right? By enrolling with a credit card or debit card, we can send you over $400 dollars worth of equipment at no cost. I can't guarantee that any other way. Let's go ahead and get you registered. **Where would you like your Medical alert system shipped to?**

22. If it's free, why do you need my Credit Card/Checking account Information?

In order to ship out your equipment we need to know that you will use it for at least 1 month. Please understand that even though we provide you the equipment at no cost, which is valued at over $400 dollars, we would need to have a billing method on file for the monthly monitoring fee of only $34.95 per month. (Customer Name), as I have already mentioned, that breaks down to about a dollar a day and for that we guarantee within seconds of you pushing your button at any time, day or night, 365 days a year, we will be there for you. Surely the peace of mind that it provides for you and your family is well worth the low cost of about a $1 a day. So let's go ahead and get you registered. **Where would you like your Medical alert system shipped to?**

23. Credit Card Rebuttal# 1

I can appreciate your concerns about protecting your account information. Remember, you can cancel at any time with no questions asked if you find that this is not for you. Our main goal is to have you refer our company to other seniors so we can provide the same level of service to them as we will for you. They will thank you for that. This service saves lives. So let's go ahead and get you registered. **Where would you like your Medical alert system shipped to?**

24. Credit Card Rebuttal #2

(Customer Name) we work very closely with merchant accounts; VISA, MasterCard, American Express and Discover. We wouldn't jeopardize millions of dollars of business for only $34.95. The credit/debit card is the safest way to do business. Remember the only thing you're doing today is agreeing to use it for one month. **Are you going to use your debit card or credit-card?**

25. Credit Card Rebuttal #3

(Customer Name) If you don't receive exactly what you are promised then you don't have to pay. You are 100% protected by the **Federal Consumer Credit Protection Act**. We have maintained our relationships with all the banking and regulatory institutes since we came into existence over 30 years ago and that would not have happened if we did not deliver 100% customer satisfaction. We simply want to impress you and hope in return you will refer us to your friends and family. Don't worry, everything is going to be okay. We're in the business of protecting senior citizens. Let's get you registered so you can give it a Try. **Would you rather use your debit-card or credit-card?**

26. Consumer Credit Protection Act

Mr./Mrs. _____Have you ever heard of the Consumer Credit Protection Act? Well, it's a series of federal laws that were passed in the United States to protect credit card holders. To sum it up, they say that anyone that uses their credit card over the phone or the internet is not liable for any charges unless they receive exactly what was promised to them. So there is absolutely no risk to you whatsoever. Over 70% of all Americans use their credit/debit-cards over the phone or the internet. Phone and internet transactions would have never grown to a massive multi-billion dollar induces without the federal law protecting the credit/debit-cards holders. I would never ask you to use your credit/debit-card over the phone if you were not 100% protected by the federal credit card protection act. It's simple, you either get exactly what you were promised or you don't have to pay. Also, if someone uses your credit card without your authorization, then you are not liable for any of the charges and by law the bank or credit-card company would have to handle it right there while you are on the phone. So there is absolutely no risk to you whatsoever. A credit or debit card is the safest way to do anything over the phone because of these federal laws. (Customer Name) don't worry, everything is going to be okay, we are in the business of protecting Senior Citizens. Let's get you signed up, let's Keep you safe. We've been protecting Senior Citizens for over 30 years. **So let's go ahead and get your Medical Alert System sent out to you. Where would you like the Medical Alert System shipped to? For the monthly Emergency Medical monitoring, would you like to use your VISA, MasterCard, Discover or American Express?**

27. How do I know that this is for real?

Senior Immediate Response has been in business for over 30 years and has thousands and thousands of satisfied customers. Please understand that our goal is to continue keeping seniors safe and healthy in their own home and delivering a quality service to every new customer as though you had been with us for years. We would not have earned our excellent reputation if we did not deliver and fulfill our services exactly as I have explained them to you. We are so confident with our services that we don't ask you to sign any long term contracts. That allows you to cancel at any time with no penalty, so that forces us to be better than you expect. Let's go ahead and get you registered so you can give it a Try . **Where would you like your Medical alert system shipped to?**

28. I have never heard of your company

(Customer Name) if we were not who we say we are there's no way we would have lasted for over 30 years. We have maintained our relationships with all the banking and regulatory institutes since we came into existence and that would not happen if we did not deliver 100% customer satisfaction. We simply want to impress you and hope in return you will refer us to your friends and family. So let's go ahead and get you registered. **Where would you like your Medical alert system shipped to?**

29. Where are you located? Do you operate your own monitoring center?

Senior Immediate Response owns its own UL listed monitoring center, staffed with highly trained care specialists at our secure facility in New York. From there we monitor customers from all over the United States. All of our people complete 180 hours of classroom training before they ever take a phone call. All Senior Medical Alert care specialists are CSAA (Central Station Alarm Association) certified. Our specialists exceed the highest standard for monitoring center personnel, plus supervisors are always present to ensure that calls are handled properly.

30. GIVE 'EM A HUG... (If they're afraid to give out info.)

Don't worry, everything is going to be okay, we are in the business of protecting Senior Citizens. Let's get you signed up, let's Keep you safe. We've been protecting Senior Citizens for over 30 years. You will never have to feel alone again in a medical emergency. We're going to take care of you and keep you safe. Let's go ahead and get you signed up so you can experience the peace of mind for yourself. **Where would you like your medical alert system shipped to?**

31. URGENCY

By taking advantage of this special promotion which is only available today, you receive $400 worth of equipment that we'll ship to you free of charge, you'll also have the choice out of a Medi-lock Lockbox or an extra wrist or necklace button at NO COST. We'll include $3000 in grocery savings because we understand that these are tough economic times. This system is going to give you and your family the peace of mind that you need and deserve. (Mr/Mrs, Senior name) we're so confident with our services that we don't keep any contracts, which allows you to cancel at any time with no penalty. This forces us to be better than you expect! Let's go ahead get you signed up so you can give it a Try . **What type of card would you like to use today? VISA, MasterCard, American Express or Discover?**

32. DON'T THINK THEY NEED IT

I understand that you're on the fence about this or you still wouldn't be on the phone with me. Let me ask you; is your safety and health worth a dollar a day to you? Remember that because of this special promotion that's only available to you today, we are sending you all the equipment at no cost along with $3,000 in grocery coupons. That's a savings of over $400 dollars if you can accept the offer on this call. I can't guarantee that savings if you pass this up today. So let's go ahead and get you registered. **Where would you like your Medical Alert system shipped to?**

33. CREDIBILITY

(Sir, Ma'am) the credit-card or debit-card is the safest way to do anything over the phone because of the Federal Credit-Card protection laws. If you don't get exactly what you were promised, or if there were ANY unauthorized charges, or if we even charged 1 penny more than what we say we were going to charge then you don't have to pay. All you would have to do is call that 800 number on the back of your card, and by law the bank or credit-card company HAS to reverse the charges right there while they are on the phone with you. I assure you that you have nothing to worry about. (read #30 if needed) Let's get you signed up so you can give it a Try . **What type of card would you like to use today? VISA, MasterCard, American Express or Discover?**

34. A reminder of what decision they are making...

Remember, the only thing you are doing today is agreeing to use the system with your (Son/daughter/husband/wife/kids) for a month, then you can make a decision (together) on whether you think the system is right for you. So let's go ahead and get you signed up so you can give it a Try(with your Son/daughter/husband/wife/). (then read #30)

35. Fair Credit Billing Act

Once you have a credit card or debit card, the Fair Credit Billing Act law protects you against inaccurate billing charges. You don't have to pay for:

- Merchandise that you ordered but never received.
- Good services that you didn't accept or were not as promised.
- Double charges, and other incorrect charges.

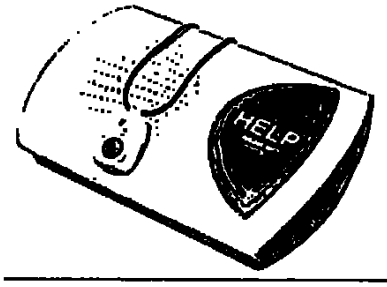
In fact, the power of this law is so great that it's sensible to pay for expensive items with a credit card/debit card because of all the consumer protection the law offers.



Basic Medical Alarm Our Basic Unit, Only works with Landline, NOT DIGITAL PHONES - Waterproof button Nuestra unidad basica, solo trabaja con linea telefonica normal, NO TRABAJA CON LINEAS DIGITALES - Boton Resistente al agua	Product $34.95 per Month $99.99 every 3 Months $384.45 per Year CAN DROP $5.00 TO SAVE DEAL



Medilok Lockbox Lock to be installed in the front door knob, with a compartment that holds up to 4 keys, Avoid broken doors. Candado de seguridad que se coloca en la perilla de la puerta, con compartimento para guardar hast 4 llaves, Evite puertas rotas	Product $40.00 One-time Fee for Purchase $30.00 One-time Fee for Purchase $20.00 One-time Fee for Purchase



VoIP Unit Our Magic Unit, works with either Landline or digital phones. Waterproof button Nuestra mejor unidad, trabaja con lineas telefonicas normal y digital. Boton resistente al agua	Product $34.95 per Month $99.99 every 3 Months $384.45 per Year CAN DROP $5.00 TO SAVE DEAL



Cellular In-Home Unit
Cellular Unit, no need of a phone in the house, works with cellphone towers around.
Waterproof button

Unidad Celular, no necesita linea telefonica, trabaja con las torres celulares alrededor.
Boton resistente al agua

Product
$44.95 per Month

$134.85 every 3 Months

$539.40 per Year

NO DISCOUNTED PRICE



Mobile Help Cellular
GPS Unit, wireless unit with a 24 hour battery, comes with an extra battery.
Have a GPS Locator that allow EMT to find the senior anywhere. NOT WATERPROOF

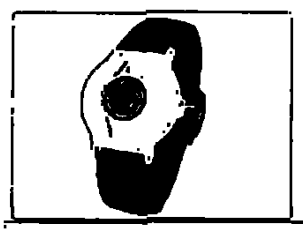
UnidadGPS, unidad inalambrica con bateria de 24 horas de carga, trae una bateria extra.
Tiene localizador GPS que permite a la ambulancia encontrar al cliente en cualquier parte.
NO ES RESISTENTE AL AGUA

Product
$44.95 per Month

$134.85 every 3 Months

$539.40 per Year

NO DISCOUNTED PRICE



Extra Buttons - Wrist
Extra Wrist button, in case the customer would like to add the spouse to the service.
Can only be offer with the Basic, VOIP, Cellular and Fall Detector units

Boton adicional para la muñeca, cuando el cliente quiere añadir al esposo a la cuenta.
Solo se puede ofrecer con la unidad Basica, VOIP, Celular y Fall detector.

Product
$5.00 per Month for Rental
$15.00 every 3 Months for Rental
$60.00 per Year for Rental



Extra Buttons - Neck
Extra pendant button, in case the customer would like to add the spouse to the se. /ice.
Can only be offer with the Basic, VOIP, Cellular and Fall Detector units

Boton adicional para el cuello, cuando el cliente quiere añadir al esposo a la cuenta.
Solo se puede ofrecer con la unidad Basica, VOIP, Celular y Fall detector.



Product
$5.00 per Month
$15.00 every 3 Months
$60.00 per Year

Fall Detector
Fall detector, button have a sensor that detects when the customer is falling or is laying down
Only works with Landline, NOT DIGITAL PHONES. NOT WATERPROOF

Nuestra unidad basica, solo trabaja con linea telefonica normal,
NO TRABAJA CON LINEAS DIGITALES. NO ES RESISTENTE AL AGUA

Product
$40.00 per Month

$120.00 every 3 Months

$480.00 per Year

NO DISCOUNTED PRICE

Translation Option
Our monitoring centers have over 200 different languages

Nuestros centros de monitoreo tienen mas de 200 diferentes idiomas disponibles

Product

$5.00 per Month

$15.00 every 3 Months

$60.00 per Year

BP

ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Division of Consumer Services

COMMERCIAL TELEPHONE SELLER BUSINESS LICENSE APPLICATION

Florida Telemarketing Act
Sections 501.601 – 501.626, Florida Statutes
Rule 5J-6.005, Florida Administrative Code

1-800-HELP-FLA (435-7352) • 850-410-3800 *Calling Outside Florida*
www.800helpfla.com • 850-410-3804 *Fax*

Submit and Pay Online at:
www.FreshFromFlorida.com
- or -
Check or Money Order payable to FDACS and remit with application to:

FDACS
P.O. Box 6700
Tallahassee, FL 32314-6700

All documents and attachments submitted with this application are subject to public review pursuant to Chapter 119, F.S.

Please type or print. Additional pages may be attached if additional space is needed. Please ensure that all attachments reflect organization's name or license number and the number of the corresponding question. **All fees are non-refundable.**

Business Information

1. **Name of Business** *(State the legal name of the entity as registered with the Florida Department of State, Division of Corporations)*:
Constant Connectivity Inc

Fictitious *(DBA)* **Name:**

All fictitious names must be registered with the Florida Department of State, Division of Corporations.

2. **Mailing Address** *(if different from Primary Business Physical Street Address)*: **Is this a mail-drop:** ☐ Yes ■ No

City: **State:** **Zip Code:**

Primary Business Physical Street Address *(include APT or SUITE # in all address lines)*:
672 N. Semoran Blvd Suite 301

City: Orlando **State:** FL **Zip Code:** 32807

3. **Telephone Number:** (321) 203 - 5025 **Fax Number:** ( ) -

Email Address: constant.connectivity@gmail.com **Website:**

**Future correspondence may be electronic, so please make sure that the provided email is accurate and valid.*

4. **Form of organization:**
■ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other *(please describe)*:
If the applicant is a corporation, provide a copy of the articles of incorporation and the bylaws. If the applicant is a partnership, provide a copy of any written partnership agreement.

Date incorporated or legally established: 03 / 25 / 2015 (Month / Day / Year) **State:** Florida

5. **Federal Employer ID Number** /s. 11[redacted]

DEPT OF AGRICULTURE
AND CONSUMER SERVICES

JUN 22 2015

BUREAU OF FINANCE
AND ACCOUNTING

Org Code: 42 10 06 25 000
EO: A2
Object Code: 002050 $1,500.00

DTN/FAID: 2709730
15-03944457-0001
1,500.00 06/22/2015
Dep#991625

6. List all parent or affiliated entities that will engage in a business transaction with the purchaser relating to any sale solicited by the applicant; or accepts responsibility or is otherwise held out by the applicant as being responsible for any statement or act of the applicant relating to the sale solicited by the applicant: *[s. 501.605(2)(i). F.S.]* ☒ N/A

Parent ☐ **Affiliate** ☒ **Legal Name:** Lifewatch Inc

Fictitious (DBA) Name(s):**

Physical Address: 266 Merrick Rd #104

City: Lynbrook **State:** NY **Zip Code:** 11563 -

Telephone Number: (888) 650 - 6837

Form of organization:
☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(please describe)*:

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: 12 / 03 / 1996 (Month / Day / Year) **State:** NY

Parent ☐ **Affiliate** ☐ **Legal Name:**

Fictitious (DBA) Name(s):**

Physical Address:

City: **State:** **Zip Code:** -

Telephone Number: ( ) -

Form of organization:
☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship ☐ Other *(please describe)*:

If parent or affiliate is a corporation, partnership or LLC, provide date incorporated or legally established: / / (Month / Day / Year) **State:**

***All fictitious names must be registered with the Florida Department of State, Division of Corporations. If applicant is not an individual then 'Name' is the legal name of the applicant as listed with the Division of Corporations. You must list all names under which you intend to do business.*

CRIMINAL AND LITIGATION HISTORY *[s. 501.605(2)(d-h). F.S.]*

7. Please select either **YES** or **NO** to the questions below for the business entity. If you answered yes to any of the following, please explain your answer below. (attach additional sheets as necessary using the same format)

a. Has the applicant previously been arrested for, convicted of, or is under indictment or information for, a felony? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

b. Has the applicant previously been convicted of, under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

c. Has the applicant ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? ☐ Yes ☒ No

d. Has the applicant worked for, or been affiliated with, a company that has had entered against it an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, and assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☒ No

e. Has the applicant had entered against him or her an injunction, a temporary restraining order, or a final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property or the use of any untrue, deceptive, or misleading representation or the use of any unfair, unlawful, or deceptive trade practice? Is any litigation pending against the applicant? ☐ Yes ☒ No

Legal Name: _____

Court/administrative agency rendering the conviction, judgment, or order: _____

Governmental agency which brought the action: _____

Nature of conviction, judgment, order or action: _____

Date of Action: ____ / ____ / ____

Docket Number: _____

Was adjudication withheld? ☐ Yes ☐ No

BUSINESS HISTORY

8. List each business or occupation engaged in by the applicant during the 3 years immediately preceding the date of the application and the location thereof. You **must** account for the **last 3 years** whether employed or unemployed. (attach additional sheets as necessary using the same format) *[s. 501.605(2)(b), F.S.]*

a. **From:** ____ / ____ / ____ **To:** **Present**

Title *(Occupation)*: _____

b. **From:** ____ / ____ / ____ **To:** ____ / ____ / ____

Name of Business: _____

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

Title *(Occupation)*: _____

Name of Business: _____

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* _____

City: _____ **State:** _____ **Zip Code:** _____ - _____

9. **Does the applicant have previous experience as a commercial telephone seller or salesperson?** *(s.501.605(2)(c). F.S.)*

☒ Yes ☐ No **If yes,** provide previous experience *(in months)* as a commercial telephone seller or salesperson: 120

10. List the following information for each principal officer, director, trustee, shareholder, owner, or partner of the applicant, and of each other person responsible for the management of the business of the applicant; list all affiliates; list each office manager or other person principally responsible for a location from which the applicant will do business. (attach additional sheets as necessary using the same format)

Legal Name: Willie Thrasher, Jr

Title: President

Previous or A.K.A. Names:

Date of Birth: [redacted]

Driver's License Number or Government Issued ID: [redacted]

State of Issue: Florida

Current Physical Home Address *(if applicable please include suite, apartment and/or unit numbers)*: [redacted]

City: Eustis

State: FL

Zip Code: [redacted]

Telephone Number: (407) [redacted]

Email Address: constant.connectivity@gmail.com

Does this person have previous experience as a commercial telephone seller or salesperson *(s. 501.605(2)(c). F.S.)*: ☒ Yes ☐ No

If Yes, Name of Firm: BETTER LIFE SYSTEMS, INC

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers)*: 7800 SOUTHLAND BLVD STE 112

City: Orlando

State: FL

Zip Code: 32809

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. (attach additional sheets as necessary using the same format) *(ss. 501.605 and 501.606, F.S.)*

a. Has this person ever been convicted of acting as a salesperson without a license, either judicial or administrative, or whether such a license has previously been refused, revoked, or suspended in any jurisdiction? ☐ Yes ☒ No

b. Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☒ No

c. Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, including a stipulated judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☒ No

d. Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐ Yes ☒ No

e. Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or had responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐ Yes ☒ No

Legal *(True)* Name:

Court/administrative agency rendering the conviction, judgment, or order:

Governmental agency which brought the action:

Nature of conviction, judgment, order or action:

Date of Action: ____ / ____ / ____

Docket Number:

Was adjudication withheld? ☐ Yes ☐ No

11. List all salespersons or other persons employed by the applicant. All salespersons must be separately licensed (see form FDACS-10005, Commercial Telephone Salesperson Individual License Application, Rev. 08/13). Use a separate sheet for each person. **Provide a statement if you have no salesperson(s) at the current time.**

Please select either **YES** or **NO** to the questions below. **If you answered YES** to any of the following, please explain your answer in the fields below. (attach additional sheets as necessary using the same format) *[s. 501.606, F.S.]*

Legal Name:

Previous or A.K.A. Name(s):

Current Home Address:

City:

State:

Zip Code: ____ - ____

Date of Birth: ____ / ____ / ____

Has this person been convicted of, or under indictment or information for, racketeering or any offense involving fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property? Conviction includes a finding of guilt where adjudication has been withheld. ☐ Yes ☐ No

Is this person involved in pending litigation or has an injunction, temporary restraining order, or final judgment or order, an assurance of voluntary compliance, or any similar document, been ordered against the applicant in any civil or administrative action involving racketeering, fraud, theft, embezzlement, fraudulent conversion, or misappropriation of property, or the use of any untrue, deceptive, or misleading representation, or the use of any unfair, unlawful, or deceptive trade practice? ☐ Yes ☐ No

Has this person ever been subject to any litigation, injunction, temporary restraining order, or final judgment or order, including a stipulated judgment, or order, an assurance of voluntary compliance, or any similar document or any restrictive court order relating to a business activity as the result of any action brought by a governmental agency, including any action affecting any license to do business or practice an occupation or trade? ☐ Yes ☐ No

Has this person at any time during the previous 7 years, filed bankruptcy, been adjudicated bankrupt, or been reorganized because of insolvency or been a principal, director, officer, or trustee of, or a general or limited partner in, or has responsibilities as a manager in, any corporation, partnership, joint venture, or other entity that filed for bankruptcy, was adjudged bankrupt, or was reorganized because of insolvency within 1 year after the person held that position? ☐ Yes ☐ No

Legal *(True)* Name:

Court/administrative agency rendering the conviction, judgment, or order:

Governmental agency which brought the action:

Nature of conviction, judgment, order or action:

Date of Action: ____ / ____ / ____

Docket Number:

Was adjudication withheld? ☐ Yes ☐ No

12. List all locations from which the applicant will be doing business and include a **list of all phone numbers associated with each address**. (attach additional sheets as necessary using the same format) *[s. 501.605(2)(j-k), F.S.]*

a. Legal Name of Business:
Constant Connectivity Inc

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*
672 N. Semoran Blvd Ste 301

Is this a mail-drop? ☐ Yes ■ No

City: Orlando **State:** FL **Zip Code:** 32807 -

Main Telephone Number: (321) 203 - 5025

Name of Location Manager: Willie Thrasher, Jr

Location Phone Numbers:
321-203-5024

b. Legal Name of Business:
Constant Connectivity Inc

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*
1404 Seminole Blvd

Is this a mail-drop? ☐ Yes ■ No

City: Largo **State:** FL **Zip Code:** 33770 -

Main Telephone Number: (866) 323 - 8004

Name of Location Manager: Willie Thrasher, Jr

Location Phone Numbers:
321-203-5023

c. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Main Telephone Number: ( ) -

Name of Location Manager:

Location Phone Numbers:

d. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

e. Legal Name of Business:

Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*

Is this a mail-drop? ☐ Yes ☐ No

City: **State:** **Zip Code:** -

Main Telephone Number: ( ) - **Name of Location Manager:**

Location Phone Numbers:

Questions numbered 13 – 17, check only "a," "b," or "c" *(if applicable)* **and complete those selected requirements.**

13. ☒ **a.** Attached and marked Exhibit 2 are copies of all sales scripts given to those soliciting for the applicant. *[s. 501.605(2)(l)3, F.S.]*

☐ **b.** The applicant does not use sales scripts.

14. ☒ **a.** Attached and marked Exhibit 3 are copies of all sales information or literature the applicant provides to salespeople or of which the applicant informs to applicant's salespeople (including, but not limited to, scripts, outlines, instructions and information regarding how to conduct telephonic sales, sample introductions, sample closings, product information and contest or premium award information.) *[s. 501.605(2)(l)3, F.S.]*

☐ **b.** The applicant does not provide salespersons with or inform salespersons of any sales information or literature described in 12(a).

15. ☒ **a.** Attached and marked Exhibit 4 are copies of all written material the applicant sends to any prospective or actual purchaser. *[s. 501.605(2)(l)3, F.S.]*

☐ **b.** The applicant does not send any written material to any prospective or actual purchaser.

16. ☐ **a.** The applicant informs prospective or actual purchasers that the purchaser is eligible to receive certain items which may be referred to as gifts, premium, bonuses, prizes, or otherwise, and **EACH** of the following apply: [s. 501.614, F.S.]

- The item(s) is/are offered unconditionally;
- The buyer has seven (7) days to return the goods or cancel services;

- The buyer will receive a full refund in thirty (30) days;
- The buyer has the right to keep the gift, premium, bonus or prize without cost.

☐ **b.** If the applicant or applicant's salespeople represent or imply to prospective or actual purchasers that the purchaser will receive certain specific items or one or more items from among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate, whether the items are referred to as gifts, premiums, bonuses, prizes, or otherwise, list the following:

Item offered: _____

Price or value of worth: $ _____

Basis for valuation: _____

Price paid by applicant: $ _____

Supplier's Name:

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

☒ **c.** Does not apply.

(Attach additional sheets as necessary using the same format)

17. ☒ **a.** A purchaser receives all of the items described by applicant's salespeople. *[s. 501.614(5), F.S.]*

☐ **b.** Complete the following in the event a purchaser does not actually receive all of the items described by the seller or salesperson:

- Applicant decides which item or items a particular prospective purchaser is to receive in the following manner:

_____

- The odds a single prospective purchaser has of receiving each item described is:

_____

- The name and address of each recipient who has during the preceding 12 months (or if applicant has not been in business that long, during the period applicant has been in business) received any gift, premium, bonus prize:

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

(Attach additional sheets as necessary using the same format)

☒ **c.** Applicant does not represent or imply prospective or actual purchasers will receive certain specific items, one or more items among designated items, or a certificate of any type which the purchaser must redeem to obtain the item described in the certificate.

18. ☒ Attached and marked as Exhibit 5 is a copy of the written statement of terms and conditions provided to the purchaser. *[s. 501.614(3), F.S.]*

19. Provide the following information for EACH institution where banking or similar monetary transactions are done by the applicant: *[s. 501.606(3), F.S.]*

Name of Institution: TD Bank
Name of Contact Person: Nancy Soifer
Telephone Number: (727) 547 - 4315
Account Number(s): [redacted]
Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):* 8040 Bryan Dairy Rd
City: Largo
State: FL
Zip Code: 33777 -

Name of Institution:
Name of Contact Person:
Telephone Number: ( ) -
Account Number(s):
Physical Street Address *(if applicable please include suite, apartment and/or unit numbers):*
City:
State:
Zip Code: -

20. Name and address of agent in Florida who is authorized to receive service of process:

Legal Name: Willie Thrasher, Jr
Current Physical Address *(if applicable please include suite, apartment and/or unit numbers):* 672 N. Semoran Blvd Suite 301
City: Orlando
State: FL
Zip Code: [redacted] -
Telephone Number: (407) [redacted]
Email Address: constant.connectivity@gmail.com

21. Brief description of product(s) sold and/or service(s) provided:
Inbound marketing and customer services fulfillment for business and consumer products. Television and radio market infusion through social media engagement.

22. **IN ADDITION TO THE DOCUMENTS REQUIRED ABOVE, PLEASE ATTACH ONE OF THE FOLLOWING FORMS OF SECURITY IN THE MINIMUM AMOUNT OF $50,000.**

☒ **Surety Bond** ☐ **Letter of Credit** ☐ **Certificate of Deposit**

The security must be issued by a company authorized to transact business in this state. Documents are included in the application package. You must maintain the security as long as the license is in effect.

LICENSING FEE - $1,500, Check or Money order made payable to FDACS.

Verification and Signature

I understand that the Florida Department of Agriculture and Consumer Services will conduct a background investigation of the individuals listed in the application.

I hereby give my permission and waive any provisions of law that forbid any court, police agency, employer, firm, or person, from disclosing any knowledge or information they have concerning me which is requested by the Florida Department of Agriculture and Consumer Services. I further consent and request that the Division Director of the Division of Consumer Services, or the Director's representative, be provided with a certified copy of any such record concerning me which they may deem necessary in the performance of their investigation.

Any commercial telephone seller or salesperson who falsifies information on an application commits a felony of the third degree, punishable as provided in s. 775.082, 775.083, or 775.084, F.S.

I DECLARE UNDER PENALTY OF PERJURY THAT ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION, AND IN ANY EXHIBITS ATTACHED HERETO, IS TRUE AND CORRECT.



Signature

Willie Thrasher, Jr

Print Name

(407) [redacted]

Telephone Number

6/18/2015

Date

Certificate of Status

I certify from the records of this office that CONSTANT CONNECTIVITY INC is a corporation organized under the laws of the State of Florida, filed electronically on March 25, 2015.

The document number of this corporation is P15000028217.

I further certify that said corporation has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

Authentication Code: 150326145807-600271064536#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Sixth day of March, 2015

Ken Detzner
Secretary of State

Electronic Articles of Incorporation For

CONSTANT CONNECTIVITY INC

P15000028217
FILED
March 25, 2015
Sec. Of State
cgolden

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

CONSTANT CONNECTIVITY INC

Article II

The principal place of business address:

627 N SEMORAN BLVD
STE 301
ORLANDO, FL. US 32807

The mailing address of the corporation is:

627 N SEMORAN BLVD
STE 301
ORLANDO, FL. US 32807

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

100 @ 1.00

Article V

The name and Florida street address of the registered agent is:

WILLIE THRASHER JR
627 N SEMORAN BLVD
STE 301
ORLANDO, FL. 32807

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: WILLIE THRASHER JR

P15000028217
FILED
March 25, 2015
Sec. Of State
cgolden

Article VI

The name and address of the incorporator is:

WILLIE THRASHER JR
627 N SEMORAN BLVD
STE 301
ORLANDO, FL 32807

Electronic Signature of Incorporator: WILLIE THRASHER JR

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
WILLIE THRASHER JR
627 N SEMORAN BLVD STE 301
ORLANDO, FL. 32807 US

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Detail by Entity Name

Florida Profit Corporation

CONSTANT CONNECTIVITY INC

Filing Information

Document Number	P15000028217
FEI/EIN Number	NONE
Date Filed	03/25/2015
State	FL
Status	ACTIVE

Principal Address

672 N SEMORAN BLVD., STE 301
ORLANDO, FL 32807

Changed: 04/08/2015

Mailing Address

672 N SEMORAN BLVD., STE 301
ORLANDO, FL 32807

Registered Agent Name & Address

THRASHER, WILLIE, JR
627 N SEMORAN BLVD
STE 301
ORLANDO, FL 32807

Officer/Director Detail

Name & Address

Title P

THRASHER, WILLIE, JR
627 N SEMORAN BLVD STE 301
ORLANDO, FL 32807

Annual Reports

No Annual Reports Filed

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State of Florida, Department of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-26-2015

Employer Identification Number: [redacted]

Form: SS-4

Number of this notice: CP 575 A

CONSTANT CONNECTIVITY INC
627 N SEMORAN BLVD STE 301
ORLANDO, FL 32807

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN [redacted]. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

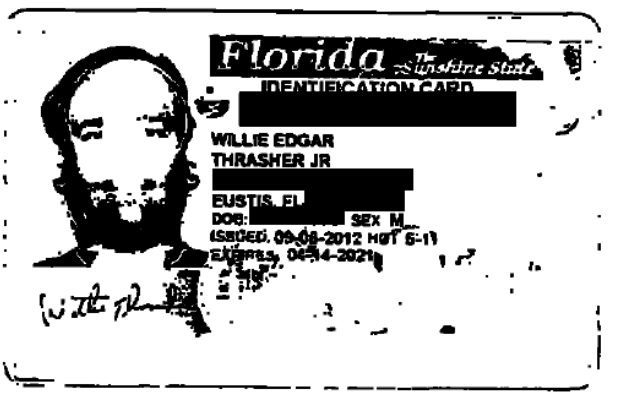
Form 1120 03/15/2016

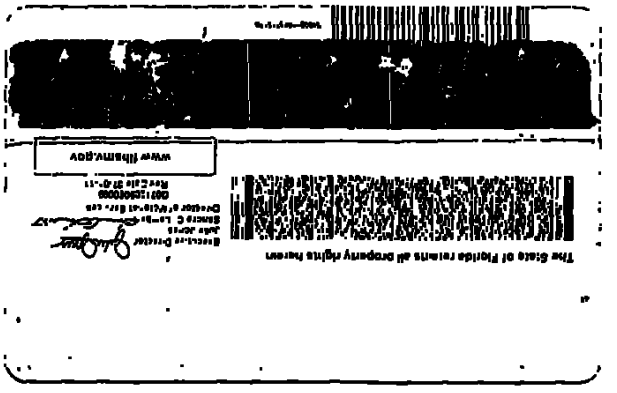
If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.


Florida
Sunshine State
IDENTIFICATION CARD
[redacted]
WILLIE EDGAR
THRASHER JR
[redacted]
EUSTIS, FL
DOB: [redacted] SEX M
ISSUED: 09-08-2012 HGT 5-11
EXPIRES: 04-14-2021



Question 11:

Currently, no telephone sales programs are operating under Constant Connectivity Inc, nor are any salespersons working at this time.

Willie Thrasher
President



6/18/2015

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Currently, no telephone sales programs are operating under Constant Connectivity Inc, nor are any salespersons working at this time.

Willie Thrasher
President

6/18/2015

CALL CENTER
WELCOME PACKAGE

THE PRODUCT

The LIFEWatch Medical Alert system has been featured in numerous well known periodicals such as Newsday, The Washington Post, US News, and more. The commercials have aired nationally with Dick Van Patten as the official spokesperson. It is the only EMT-Certified Medical Monitoring in the U.S. It is the most affordable service available and requires no contract.

The way it works is simple. Simply press the LIFEWatch button on either the necklace or wristband and you can speak "hands-free" with the LIFEWatch Care Center from anywhere in your home. A LIFEWatch certified EMT will notify emergency services, family and friends.

The next few years are going to see a huge growth in the 65 and older population. 4 out of 10 seniors will experience a fall that requires assistance. The average time they will spend waiting for assistance without a medical alert device is 15 hours. By becoming a marketing partner with LIFEWatch you are partnering with a company that has years of experience in elderly care products that fulfill a genuine need that saves lives.

ADDITIONAL PRODUCTS

$20-$40: MediLok key Lockbox-Prevents broken doors and windows ($40 VALUE)

FREE: Voice Remote- This revolutionary device allows a telephone conversation by simply pressing the pendant during incoming phone calls. No need to get out of your chair or off the couch. No more missed calls! ($60/yr value)

OPTIONAL QUALIFIER SCRIPT

Hi, This is (your name) with (your company name). (State License Information)

Thank you for calling about our no cost, Medical Alert System, unit with the lowest monitoring fee.

How are you today?

Mr./Mrs,_____. Whether you are having a medical emergency, fire, burglary, or just need the comfort of knowing someone is there for you, simply press your waterproof pendant or wristband and speak hands free directly to an Exclusive EMT Certified Monitoring center 24/7. This system will give you the security of knowing that with the touch of a button, you can get immediate assistance should an accident, fall, or any other type of medical emergency greet you unexpectedly. Even if you hear a burglar in your home the system will alert the proper authorities so that you will have the protection you need and hopefully the sound of the 911 operator will scare off a burglar.

Our equipment is free for you today all you pay is for the monthly service which can be cancelled at anytime.

Please allow me to transfer you over to our "Emergency Alert Specialist" so they explain how this offer works and get your system mailed out ASAP, ok? (need affirmative response). Great, Please hold (transfer call)

SALES SCRIPT

(INTRO):
HI, *(customer name)*? Hi *(customer name)* this is *(your name)* thank you for calling *(your company) (State License Information)* to receive a Medical Alert System for either you or a family member. This call may be recorded for quality control.

(SCRIPT):
This is the same system as seen on TV with Dick Van Patten and recommended by "Good Housekeeping." Medical Alert Devices have also been recommended by the American Diabetes Association and featured in Newsweek Magazine. The equipment is valued at over $350. Medical alert systems have become essential in helping to keep you or your loved ones safe and secure in the event of a medical emergency. Are you familiar with the Medical Alert System?

(Customer Name) the way it works is simple. If you or a family member has a medical emergency, fire, or burglary, even something so simple as a fall that you have difficulty getting up from, simply push the button on a lightweight waterproof necklace or bracelet and speak hands free from anywhere in the home to a live operator, who is a fully trained Emergency Medical Technician, who has all your personal contacts on file. They will attempt communication with you, evaluate your situation and immediately get help for you, notify family or 911, and comfort you until help arrives. However, whether we communicate with you or not, help is always on the way, from anywhere inside your home as well as your property outside. This medical alert unit has the farthest range of any – up to 1500ft. The unit is free for as long as you are a customer, you are only billed for the service. Our service is one of the most affordable on the market. You pay only $34.95 plus shipping and handling for your first month of service, and it can be cancelled at any time, there is never a contract. In addition, we are also offering, free today, a daily wellness check that can be set up so that everyday at a pre-determined time of your choosing the medical alert company will contact you through your medical alert device to make sure everything is ok. You truly will never be more than 24 hours without someone checking up on you.

Your total package includes:
The Medical Alert Base station with speaker and 1500 ft.range and Voice Remote, so you can even answer your phone without getting up!, wrist and necklace adaptor and one button, and the daily wellness check. This package has a value at over $350. You pay nothing except the monthly service fee of $34.95 plus shipping and handling.

(Customer Name) we would like to ship your equipment out to you today, so it will arrive within the next 10-14 business days. Your service starts as soon as you receive it and activate the unit and remember there is no contract.
Now I just need to verify that we have all of your information in our system correctly. Please hold ok? (Make sure they stay on the line with an affirmative response.)

VERIFICATION SCRIPT

Hi (customer name), thanks for standing by. This is the verification department for (your company name) and my name is (your name) and todays date is (month/day/year). This line is being recorded for quality control, ok? (need affirmative response).

Can you please state you first and last name?

Great, now (customer name),Your total package includes The Medical Alert Base station with speaker and 1500 ft.range and Voice Remote, so you can even answer your phone without getting up!, wrist and necklace adaptor and one emergency button, and the daily wellness check.

Now I just need to verify that we have all of your information in our system correctly.

- We have your first name as _____. Correct?
- We have your last name spelled _____. Correct
- And is this unit for you or someone else? And what is their name?
- And I have your mailing address as _____. Is that correct? Is this the address you would like your package mailed to? (Spell it out to ensure accuracy)
- Is that the address where the equipment will be installed? (If not): What is that address?
- What's the phone number there? And this is a (cellular, voip, regular) phone line?
- And your email address? (not required)
- In case of an emergency it is very important that we have an emergency contact for you. Who would you like us to contact? (This is Emergency Contact Info)
- And what is their telephone number?
- To better assist paramedics, what is the primary medical concern?
- Do you still have your credit card (or checkbook) handy, or do you need me to hold?
- Go ahead and give me the credit card number (or numbers at the bottom of the check, first nine are the routing numbers, the rest are the account numbers)
- And the expiration date?
- And the billing address?

Great! Now we have made things real simple with two of our best payment options. Rather than pay monthly, you can pay quarterly which covers you for three months, or annually which covers you for a full year. With either the quarterly or annual plans we will include free shipping. The quarterly plan is only $99.99 billed once every three months and the annual plan is only $384.45 for a full year, which includes a free month of service. Would you prefer the annual plan or the quarterly? (Wait for response.)

(BILLING CONFIRMATION QUARTERLY):
Great! Now (customer name) today's date is (Full Date) Your first 3 months month of service will be billed today (or post date) at only $99.99 to the credit card (checking account) you just provided and shipping will be free, ok? (Need affirmative response) You will receive your entire package in 10-14 business days (unless Post Dated) which will include the state of the art monitoring system and Daily wellness check, All together valued at over $350 . There will be no contract, and you can cancel at anytime. If you are ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again. After the first 3 months, and for as long as you keep the service, we will simply bill your credit card (checking account) once every three months for only $99.99, ok? (need affirmative response here.)

(BILLING CONFIRMATION ANNUAL)
Great! Now (customer name) today's date is (Full Date) Your first year of service will be billed today (or post date) at only $384.45 to the credit card (checking account) you just provided and shipping will be free, ok? (Need affirmative response). You will receive your entire package in 10-14 business days (unless Post Dated) which will include the state of the art monitoring system and Daily wellness check, All together valued at over $350. There will be no contract, and you can cancel at anytime. If you are ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again. After the first year and for as long as you keep the service, we will simply bill your credit card (checking account) once a year for only $384.45, ok? (need affirmative response here.)

As a special offer for signing up today we are able to offer you a free Anywhere alert pendant. This pendant can be worn anywhere in the United States and with just a push of a button you get the help you need immediately. The service for the Anywhere Alert 911 pendant is just $119.88 for one year of service and can be billed to the credit card (checking account) you provided. Would you like to have this additional service and have it billed to your credit card (checking account)? at the rate of only $119.88 once a year? (need affirmative response here).

(BILLING CONFIRMATION MONTHLY):
Great! Now (customer name) today's date is (Full Date) Your first month of service will be billed today (or post date) at only $34.95 plus a onetime shipping fee of $9.95 to the credit card (checking account) you just provided. ok? (Need affirmative response) You will receive your entire package in 10-14 business days (unless Post Dated) which will include the state of the art monitoring system, and Daily wellness check. There will be no contract, and you can cancel at anytime. If you are ever dissatisfied with our service, simply send us back the monitoring equipment and you will never be billed again. After the first month, and for as long as you keep the service, we will simply bill your credit card (checking account) once a month for only $34.95, ok? (Need affirmative response here.)

(VERIFICATION CONTINUED)
Great! Your equipment will be shipped to you at (Repeat Shipment Address) and will arrive within the next 10-14 business days (unless post date). Don't forget to activate your system as soon as you receive it by plugging it in and making a test call. That way you are protected as soon as you receive it rather that it just sitting in a box. Ok?

(Submit Order now for approval)

Ok, I have your customer number. Please write this down. It is (customer ID), did you get that? Great! The number we contacted you at today is (repeat phone number) Is this the best contact number for you? (Customer Name) again my name is (your name). If you have any questions at all please do not hesitate to contact us (your company name) at (your company phone number). We are available Monday through Friday _am-_pm Eastern Standard Time. Have a wonderful day/evening. Of course the service is 24/7, 365 days.

REBUTTALS

<u>How do I know that this is for real?</u>

(Customer Name) The medical alert systems we offer are through companies that have been in business for over 30 years and have thousands and thousands of satisfied customers. Please understand that our goal is to continue keeping seniors safe and healthy in their own home and delivering a quality service to every new customer as though you had been with us for years. We are so confident with their services that we don't ask you to sign any long term contracts. That allows you to cancel at anytime with no penalty, so that forces us to be better than you expect. So let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I have never heard of your company.

(Customer Name) Our company is a preferred Medical Alert marketer. The company we sign you up with has maintained relationships with all the banking and regulatory institutes since they came into existence 30 years ago. That would not happen if they did not deliver 100% customer satisfaction. We simply want to impress you and hope you will refer us to you friends and family. They are even A+ Rated with BBB. So let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

How and why is this promotion possible?

(Customer Name) We can offer you this promotion at such a low cost because the Medical Alert company we work with believes in customer loyalty. Instead of spending millions of dollars on advertisements such as TV, billboards, and radio, they have chosen to take those marketing dollars and invest them in you. We are hoping that by giving you all the equipment for free and asking for you to simply pay the monthly monitoring fee only, that you will tell friends and family all about us and hopefully refer some other people to us which in turn generates word of mouth advertising for us. That's the best form of advertising we can get and it makes for happier customers which is our number one goal. That makes sense to you, right? Well, let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I don't want anything that needs my Credit Card or Checking Account info.

I can appreciate your concerns about protecting your account information. Remember, you can cancel at any time with no questions asked if you find that this is not for you. Our main goal is to have you refer our company to other seniors so we may provide the same level of service to them as we will for you. They will thank you for that. This service saves lives. So let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I'm not Interested # 1

(Customer Name), what's holding you back? (Isolate the concern, repeat it back to the customer, and address it with the correlating rebuttal.)

(Customer Name) Doctors refer to the first hour after an accident or a heart attack or a stroke as the golden hour. If they can get to that patient within that first hour the odds of survival are as high as 80%. As time goes on those odds go down by the minute. Wouldn't you want to give yourself the peace of mind of knowing that if anything at all happens to you that we will be there for you at the push of a button and that help is on its way immediately? Surely that's worth a dollar a day to you, so let's get you registered.

Would you rather use you Visa, Mastercard, American Express, Discover, Debit card or checking account?

(Customer Name) I sincerely hope that you never need to use the medical alert service, but I can promise you this.... If you do, we will be there for you at the simple push of a button and help will be on its way. This unit saves lives. You must agree with me that the peace of mind that this brings is most certainly worth a dollar a day, right? So let's get you registered.

Would you rather use you Visa, Mastercard, American Express, Discover, Debit card or checking account?

Need to speak with my Spouse/Family.

I completely understand. However I don't think that any of your family would not understand that you want to protect yourself and ensure your safety in the event of an emergency. You never know when you may need help and are unable to contact someone at that moment. The Medical Alert company is with you 24/7, 365 days a year for as little as about a dollar a day. So let's go ahead and get your equipment out to you. Remember, you are receiving the equipment worth over $200 absolutely free. I can't guarantee that savings at any other time, so let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

Can't make a decision without my Spouse or Family.

I'm fairly confident that they would agree that saving $200 on the equipment cost and protecting your health and safety for about a $1 a day is a smart decision. And I also want you to know that you can actually add your spouse to this program if you would like for only an extra $4.99 per month. That brings the cost down to less than 60 cents each per day. Remember, you can cancel at any time with no obligation so even if you try it for a month or two and you find that it's not for you, simply call us to cancel with no questions asked and you are in the clear. So let's get you signed up. Would you rather use your Credit Card, Debit Card, or Checking Account?

Still can't decide.

(Customer Name) I know that you are interested otherwise you would not still be on the line with me, and I understand that you are on the fence about this. Let me ask you, is your safety and health worth about a dollar a day to you? (Wait for the answer) Please remember that because of this special promotion that's only available to you today, we are actually sending you all the equipment absolutely free. That's a savings of over $200 if you can accept the offer on this call. I can't guarantee that savings if you pass this up today. What do we need to do to get you registered today?

Someone else makes my Healthcare decisions.

If you feel that you are unable to decide on this yourself but it's something that you really would be interested in, I would be happy to get that person on the line so I can explain it to them so they fully understand it and you can let them know that this is something that you want to do.

Who makes these kinds of decisions for you? Would you like me to call them right now? What's their number?

I can't afford it.

(Customer Name), I understand completely. In these tough economic times I can appreciate that things are tight. However, this service is only about a dollar a day and that covers you in the event of any emergency where you may not be able to contact a friend or family member. What happens if you have an emergency situation at 3 or 4 in the morning? The medical alert service will be there at the push of a button and will initiate emergency help within seconds. You can't afford to be without it, so let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I am on a fixed Income and can't afford it.

(Customer Name), is your health and safety, or maybe even your life not worth about a dollar a day to you or your family? I'm sure that once you inform your family that you would like to do this and could use a little help with the $34.95 monthly monitoring costs that they would be happy to help. So let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

Can you just send me a bill every month?

(Customer Name), unfortunately no! We would need to have a billing method on file for the monthly monitoring cost of only $34.95 in order to send you the actual monitoring equipment which is valued at over $350. We simply ask you to cover the monthly monitoring fees. Let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

I'll just send you a check.

(Customer Name), by doing an automated draft, it allows this process to be seamless. Besides, this is how banks do business. They don't write checks to each other, they use electronic wire services and that's why there's no extra charge to you. Not to mention, by mailing a check you would still be providing us with this information anyway, right? By enrolling with a credit card, debit card or your checking account on this call, we can send you over $350 worth of equipment , all you pay is for the service. I can't guarantee that any other way. Let's go ahead and get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

If it's free why do you need my Credit card/Checking Account Information?

In order to ship out your equipment we need to know that you will use it for at least 1 month. Please understand that even though we provide you the equipment for free, which is valued at over $350, all you pay is for the service, we would need to have a billing method on file for the monthly monitoring fee of only $34.95 per month. (Customer Name), as I have already

mentioned, that breaks down to actually less than $1 per day and for that we guarantee that within seconds of you pushing your button at any time, day or night, 365 a year, we will be there for you. Surely the peace of mind that provides for you and your family is well worth the low cost of about a $1 a day. So let's get you registered. Would you rather use your Credit Card, Debit Card, or Checking Account?

Frequently Asked Questions (FAQ's)

What do I get, how does it work?

We send you our Medical Alert Speaker Unit which connects into your home phone. You also get a help button that communicates with the Medical Alert unit using a built in microphone. Also included is a bracelet, necklace and belt clip, that you can attach the help button too. If you ever need help, you simply press the button weather its on your wrist, around you neck or clipped onto your belt and you will be instantly connected to one of our care specialist who will immediately provide the help that you need.

Tell me about your product, how does it work?

You simply press a help button at you wear and you are instantly connected to one of our care specialist's through the Medical Alert console. We will assist you in getting the help you need. We will contact family, friends, neighbors or an ambulance, whoever you want. Our System provides excellent assistance and peace of mind in an emergency.

What happens when I press the button?

When the help button is pressed, the call for help is sent to our monitoring center, the care specialist will speak with you through the Medical Alert console, which is a very sensitive speakerphone. We will follow your instructions and summon whomever you want. If you or they can't speak for any reason we will follow the set of instruction set up by you when you first received the system.

Once the button is pressed, does the call go directly to 911?

That's a great question. We can contact 911 immediately if that's what you want. You may also choose a different set of instructions its up to you. When you receive the system, you will set of instructions for us to follow and that's what we will do if you do press the button. The choices are all yours.

What if I'm in a different room from the system?

The speaker is extremely loud and the microphone on the button is very sensitive. When you first receive the system we will test it with you so you will know exactly where it works best. The

system receives the signal from the help button from up to 1500 feet away. That's more than the length of a football field. Is your house bigger than football field?

What happens if I can't speak or can't be heard?

If we can't hear you, we will follow the instructions you give us when you set up your system. We will call friends, family, loved ones, or 911. You will tell us who to contact first in the event that you are unable to speak or we can't hear you. Again, the choices are yours.

Is the system automatically tested or do I have to test it?

Yes to both questions. The console tests test's itself every week by sending us a signal. Additionally we recommend that you push your help button at least once a month and talk to us a further reassurance.

Can I call because maybe I'm feeling faint but don't want 911 called; I just want someone called from my contact list instead?

Of course! That's why we're here. We will contact whomever you wish and in whatever order you desire.

Do I have to program it when it arrives?

No, we take care of all that. You simply need to plug it in the same way you would an answering machine and push the button to test it. It's that simple.

Does this work with Voice over IP phones?

Yes, absolutely. So long as I make a note of that we can send you a unit that is completely compatible with VOIP phone systems.

Do I talk to you through the necklace, watch bracelet or belt clip?

The button that you wear on the necklace, watch bracelet or belt clip activates our hands free voice console which is what we speak to you through.

Where are you located? Do you operate your own monitoring center?

We are a preferred marketing company for Medical Alert Devices. The company that provides the medical alert service owns its own UL listed monitoring center, staffed with highly trained care specialists at their secure facility in New York. From there they monitor customers from all across the US.

Are you operators fully trained and qualified?

All of the specialists complete 180 hours of classroom training before they ever take a phone call. All Medical Alert care specialists are CSAA (Central Station Alarm Association) certified.

These specialists exceed the highest standard for monitoring center personnel, plus supervisors are always present to ensure that calls are handled properly.

Is the Medical Alert facility open 24 hours a day?

Yes. Care specialists and customer service associates are available to you 24 hours a day, 7 days a week to handle your emergencies or just answer your questions.

How long have you been in business?

The medical alert company we sign you up with has been in business since 1980. They have provided life safety services and peace of mind to over 500,000 people for over 30 years and are among the leaders in our field.

If I call for emergency help, where is my call get answered, locally or out of State?

All calls go to the monitoring center to ensure the greatest level of service. We store in your record all you local authority phone numbers. In the event that you require assistance, we will notify parties responsible to go to your home. This information is verified by our data entry group before the system is sent to you.

Can I change who is contacted on the weekends?

Again, the choices are all yours. We will do whatever you instructions you provide. It's no problem at all.

How much, or what information goes into your computer?

It's entirely up to you. We will input whatever information you wish to provide in terms of medial records, who to contact, when and in what particular order.

Phone Service Overview

Landline – connected via telephone jack; hard wired or cordless:

Verizon, AT&T, BellSouth

- All units will work with these types of services

DSL/Broadband/FIOS – Digital telephone lines; usually combined with a computer

Verizon FIOS, BellSouth DSL, AT&T DSL, ISN DSL

- All units will work but need a DSL filter (purchased at RadioShack model #279-101)
- In some cases, phone companies send this filter with their products, please check with the customer.

VOIP – Analog telephone lines that use the computer service to talk and operate

Cablevision, Optimum, Comcast, Windstream, Timewarner, Roadrunner, Charter, Knology, Vonage, Cox, Bright House Networks, Century Link, Magic Jack, AT&T Universe, Ooma

- DON'T OFFER BASIC ALARMS, THEY DON'T WORK WITH THESE TYPE OF PHONE SERVICE.
- These services require VOIP unit.
- May offer GPS or Cellular in Home for additional fee.

Cellular (no home telephone) – uses cell phone towers

- Offer Cellular In Home unit or Mobile Help Cellular

Quality Control

LifeWatch prides itself on the superior quality of their customer service. Our clients are always our number one priority. As a marketer you can rest assured that you are marketing a product that is backed by a company with a 30 year track record of integrity and honesty. By following the guidelines outlined here, you will help maintain LifeWatch-USA's reputation as well as maximize your client retention.

Basic Requirements:
1) Caller ID: all outbound calls must display a caller ID that has the name of your company and a number that can be called back to speak to a live operator or be placed on the do not call list.
2) Licensing: All companies must be properly licensed and bonded in the states they operate to and from.
3) FTC compliance: in addition to varying state and local laws, all companies must familiarize themselves and abide by all telemarketing laws (telemarketing sales rules) implemented by the FTC and the FCC. This includes registering, and downloading the National Do Not Call list.

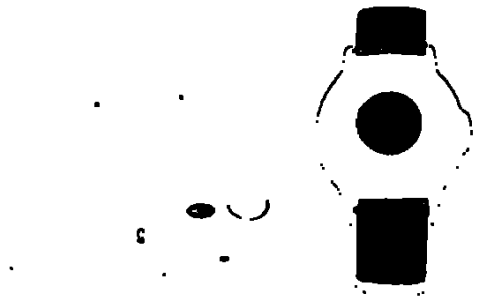
Scripts and Rebuttals:
1) Scripts and Rebuttals must be approved by LifeWatch-USA
2) Scripts and Rebuttals must be dated and archived when revisions are made
3) Procedures need to be in place to ensure no outdated scripts or rebuttals are used

For call centers utilizing advertisements and mailers:
1) All mailers need to be approved
2) All mailers need to be dated as to their creation and mail out times
3) All inbound calls need to be tied to a specific mailer and noted in the CRM

Recordings:
1) All sales must be recorded from beginning to end
2) All clients need to be informed that they are being recorded
3) All recording need to be checked for compliance
4) All recordings need to be available for LIFEWatch-USA Review

Do not call lists:
1) All call centers need to maintain an internal do not call list that is in addition to the national and state do not call lists.
2)All new internal do not call numbers need to be uploaded to LifeWatch weekly.
3) All call centers need to download an updated consolidated list weekly from the same site.
4) We do not allow outbound telemarketing to the following states: Kansas, Virginia, Maryland, Washington DC, New York.

Reasons a call will fail quality control:
1)Misleading: misinforming the clients as to the way a product works, or how it is delivered. This can be intentional or unintentional.
2) Misrepresenting: informing a client that you are from LifeWatch-USA or any other organization other than the company you work for.
3) Not getting proper authorization: There must be a recorded clear authorization for the first payment as well as the recurring payments.
4) Rudeness: Talking in a manner or tone that can be interpreted as disrespectful to a client or potential client.



Basic Medical Alarm
Our Basic Unit, Only works with Landline,
NOT DIGITAL PHONES - Waterproof button

Nuestra unidad basica, solo trabaja con linea telefonica normal,
NO TRABAJA CON LINEAS DIGITALES - Boton Resistente al agua

Product
$34.95 per Month

$99.99 every 3 Months

$384.45 per Year

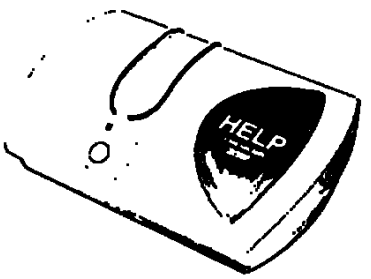


Medilok Lockbox
Lock to be installed in the front door knob,
with a compartment that holds up to 4 keys,
Avoid broken doors.

Candado de seguridad que se coloca en la perilla de la puerta,
con compartimento para guardar hast 4 llaves,
Evite puertas rotas

Product

$40.00 One-time Fee for Purchase



VoIP Unit
Our Magic Unit, works with either Landline or digital phones. Waterproof button

Nuestra mejor unidad, trabaja con lineas telefonicas normal y digital. Boton resistente al agua

Product
$34.95 per Month

$99.99 every 3 Months

$384.45 per Year



Cellular In-Home Unit
Cellular Unit, no need of a phone in the house, works with cellphone towers around.
Waterproof button

Unidad Celular, no necesita linea telefonica, trabaja con las torres celulares alrededor.
Boton resistente al agua

Product
$34.95 per Month

$99.99 every 3 Months

$384.45 per Year



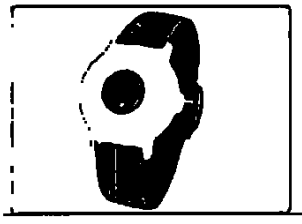
Mobile Help Cellular
GPS Unit, wireless unit with a 24 hour battery, comes with an extra battery.
Have a GPS Locator that allow EMT to find the senior anywhere. NOT WATERPROOF

UnidadGPS, unidad inalambrica con bateria de 24 horas de carga, trae una bateria extra.
Tiene localizador GPS que permite a la ambulancia encontrar al cliente en cualquier parte.
NO ES RESISTENTE AL AGUA

Product
$39.95 per Month

$119.85 every 3 Months

$479.40 per Year



Extra Buttons - Wrist
Extra Wrist button, in case the customer would like to add the spouse to the service.
Can only be offer with the Basic, VOIP, Cellular and Fall Detector units

Boton adicional para la muñeca, cuando el cliente quiere añadir al esposo a la cuenta.
Solo se puede ofrecer con la unidad Basica, VOIP, Celular y Fall detector.

Product
$5.00 per Month for Rental
$15.00 every 3 Months for Rental
$60.00 per Year for Rental



Fall Detector
Fall detector, button have a sensor that detects when the customer is falling or is laying down
Only works with Landline, NOT DIGITAL PHONES. NOT WATERPROOF

Nuestra unidad basica, solo trabaja con linea telefonica normal,
NO TRABAJA CON LINEAS DIGITALES. NO ES RESISTENTE AL AGUA

Product
$40.00 per Month

$120.00 every 3 Months

$480.00 per Year

	Product
Translation Option **Our monitoring centers have over 200 different languages** **Nuestros centros de monitoreo tienen mas de 200 diferentes idiomas disponibles**	**$5.00** per Month **$15.00** every 3 Months **$60.00** per Year

Phone Service Overview

PHONE SERVICE	UNIT
AT&T	Basic
BellSouth	
Verizon	
Verizon FIOS	

PHONE SERVICE	UNIT
BellSouth DSL	Basic w/filter
AT&T DSL	Unit Needs a DSL Filter, they can buy it in Radio Shack
ISN DSL	
Frontier	



PHONE SERVICE	UNIT
Optimum	VOIP
Comcast	
Charter	
Timewarner	
Windstream	
Knology	
COX	
Vonage	
Bright House	
Century Link	
Frontier	
Quest	

PHONE SERVICE	UNIT
Magic Jack	VOIP
AT&T Uverse	
Oama	

PHONE SERVICE	UNIT
No Phone service or Cell phone	Cellular In-Home

LIFEWATCH SUBSCRIBER AGREEMENT

LIFEWATCH INC
WWW.LIFEWATCH-USA.COM

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, alternation, 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 of $350.00. If you receive this package but do not activate this system for any reason, you are still responsible for a $50 restock fee. 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 charge $350 for a replacement System.

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.

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.

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 $350.00 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 administered 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 OPORTUNITY TO SEAK 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 ANT FOURM 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 ADMINISTERED 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 TRANSACTIONIN 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.

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.

From: cscompliance
To: Phillips, Bonnie
Subject: FW: ROBO DIALING ATTACKING SENIOR CITIZENZ MEDICAL ALERT SYSTEMS
Date: Thursday, July 03, 2014 2:41:47 PM

From: Allen Alfonso [redacted]@gmail.com]
Sent: Wednesday, July 02, 2014 10:04 PM
To: cscompliance
Subject: Re: ROBO DIALING ATTACKING SENIOR CITIZENZ MEDICAL ALERT SYSTEMS

On Jul 2, 2014 4:29 PM, [redacted]@gmail.com> wrote:

Company Name TMI Management Group Inc. TC4405

I used to be the work in the it department for this company and recently been fired . I was unhappy the way they conducted their business . I would like to report them doing robot dialing to generate their inbound leads. And also the scripts and rebuttals that the submitted to get there license is not what they currently use. Here is a copy from what the use now the offer a 3000 coupons and really mislead the senior community . please stop the owner DAVID REILLY from continuing on he works with a company call LIFE WATCH MEDICAL ALERT SYSTEMS . if you need more info from me please contact me via email and I will provide anything needed . he is a shrewd business man .

INBOUND SCRIPT

American Alert Services, This is ***(Rep Name),*** may I ask whom I am speaking with? ***(Enter their name in web form)*** And in case we get disconnected, is this the best phone number to reach you back on? Ok, for quality assurance purposes this call will be recorded.

Okay, great for responding today, you've been selected to receive a complimentary medical alert system package that has a value of **over $400 dollars** and you will also receive **$3000 dollars in grocery discount coupons.**

I'm sure you are familiar with the medical alert system and how it works. If you have a medical emergency, fire, burglary, or even something as simple as a fall that you have difficulty getting up from, you simply push the button on the lightweight waterproof necklace or bracelet and speak hands free from anywhere in your home to a live certified Emergency Medical Technician (An E.M.T.). They will evaluate your situation, immediately get the help you need, notify family or 911 and comfort you until help arrives. Your alert button works anywhere in the house and it even works outside on your property. It has an 800 foot range. That's over one eighth of a mile.

This device could really help you in time of need and could even be lifesaving. This device will give you the peace of mind that you need, allow you to feel safe and make sure you never feel alone in case of an emergency. Mr./ Mrs. ***(Their last name),*** you will never have to feel helpless, worried or by yourself in an emergency situation.

Our device has been recommended by thousands of hospitals and more than 65,000 healthcare professionals. Our device has been helping save the lives of America's senior citizens for over 30 years. Your Medical Alert System package includes:

*A Medical Alert Base Station with a loud speaker and a very sensitive microphone

*A waterproof Wrist or Necklace button

* Free shipping and Free activation

*A Voice Remote, which is an easy to use device that allows you to answer and talk on the phone by simply pressing your necklace button. So no more getting up to answer the phone and no more missed calls.

*An away from home "Protection Card" that gives emergency personnel 24 hour a day/7 day a week access to your important medical information.

And last but not least, you will receive $3000 dollars in grocery discount coupons. These grocery coupons can be used at the same grocery stores that you shop at now to buy the exact same products that you purchase every week. You can use the grocery coupons to save money each week on your grocery bill until you've spent the entire $3000 dollars. You simply select the coupons that you want for the products that you buy every week and that savings goes right into your pocket.

The equipment comes to you at no cost and there is no charge for shipping. The emergency medical alert system package alone would normally cost over $400 dollars, but today you pay **ABSOLUTELY NOTHING** for the equipment, or the $3,000 dollars in grocery discount coupons. The only thing you would be responsible for TODAY is the Emergency Medical Technician monthly monitoring fee of just $34.95. Also, there is no contract whatsoever and you can cancel at any time with no cancellation fees.
Now remember, the $3,000 dollars in grocery savings can actually save you more money than your first 3 years of fees for the monitoring of your emergency medical alert system. This is our way of helping make our system more affordable to seniors without affecting your budget or changing your lifestyle. If you ever decide to cancel your medical monitoring service, you can keep the $3,000 in grocery savings as our gift to you. Okay, Mr./Mrs. ***(Their last name)*** so what address would you like your Emergency Medical Alert System shipped to? ***(Type their address in the customer information form)***
And for the monthly Emergency Medical monitoring, which card would you like to use? ***Visa, MasterCard, Discover, or American Express?***

Ok, please read the number starting from left to right. What is the expiration date? And what is the 3 digit security code on the signature strip on the back of the card? ***(4 digits on front of card for American Express)***
(If they say they do not have a credit card, then say "Okay, do you have a ***debit card?*** *We can go ahead and get you signed up with that instead!*
If NO credit card or debit card: *Read rebuttal #8-#33)*
After you exhaust rebuttals for card: Ok, we can get you signed up with your checking account instead, so go ahead and grab a check so we can get some information off of it.
If no checking Account: Do you have a savings account?

If yes: Okay, go ahead and grab a bank statement so we can get some information off of it.

Do you have a spouse or someone else in your home that you would also like to be protected?

If Yes, then go on, IF No skip to "LAST STEP"

Okay we will also send you, for FREE, an additional wrist or necklace button for your spouse, the only thing you will need to pay is an additional $5.00 per month to cover the Emergency Medical Technician monitoring. So you and your spouse would be protected for just $39.95 per month and all of the equipment and shipping is still FREE, OK?

LAST STEP- Close Up and Transfer to Confirmation

Great, your equipment will be shipped to you at ***(Repeat Shipping Address)*** and will arrive within the next 7 to 10 business days. TODAY you are being billed $34.95 (OR $39.95 IF SPOUSE ADDED) and the billing cycle doesn't start until you activate your system as soon as you receive it, by plugging it into your phone line jack and pushing the button. This will make a test call and activate your system and immediately start protecting you. Okay, I am going to transfer you to our confirmation department so they can verify that I entered all of your information into the system correctly. They will also give you our customer service number in case you have any additional questions. Thank you very much and I hope you enjoy the safe feeling of having a medical alert system.

Please hold while I transfer you to the confirmation department. Don't hang up until you talk to the confirmation department, okay? (Wait for them to say okay)

Transfer call to Confirmation

If they're complaining or asking why their receiving a call

"Sir /mam" you're receiving this call because you or someone you know opted in to receive special offers. You either did this trough a sweepstakes, a prescription that you may have bought or you might have checked a box online. If you would like I'll go ahead and remove you from the list and add you to our Do Not Call List. Sorry for the inconvenience I will go ahead and remove you now. Thank

Attachment C

ATTACHMENT
FILED UNDER SEAL

Attachment D

ATTACHMENT
FILED UNDER SEAL

Attachment E

ATTACHMENT
FILED UNDER SEAL