



# User Guide

## Welcome to GreatCall!

Your GreatCall Splash comes with 5Star Medical Alert Service. With 5Star you'll have immediate, dependable access to our NAED-Certified 5Star Agents who are trained to provide help in uncertain or unsafe situations – 24 hours a day, 7 days a week.

We welcome your feedback anytime. If we can help you be more prepared, please write us at GreatCall Customer Service, P.O. Box 4428, Carlsbad, CA 92018, email us at [customerservice@greatcall.com](mailto:customerservice@greatcall.com) or call us at **1-800-463-5412**.

Best Regards,  
*Your Friends at GreatCall*

## IMPORTANT!

If you purchased the Splash for a family member, or you are a caregiver, you should add the GreatCall Customer Service number (**1-800-463-5412**) to your personal contact list or cell phone.

You should store this phone number because there may be some unique circumstances when you will need to contact GreatCall Customer Service.

The 5Star Medical Alert Service can only be contacted through The Splash device.

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## ITEMS IN THE SPLASH BOX

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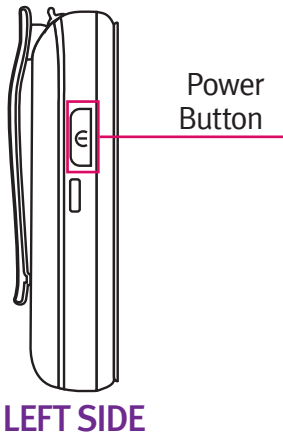
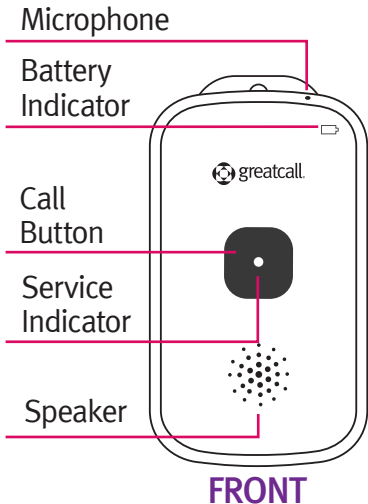
- The Splash
- Charging Cradle
- Power Cord
- Accessory Clip
- Keychain Attachment
- User Guides

### NOTE

To help make the Splash more convenient for you, we also offer other accessories and services. To learn more or purchase, go to [www.greatcall.com](http://www.greatcall.com) or call Customer Service at **1-800-463-5412**.

# THE SPLASH

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**Microphone** – Picks up the sound of your voice for calls.

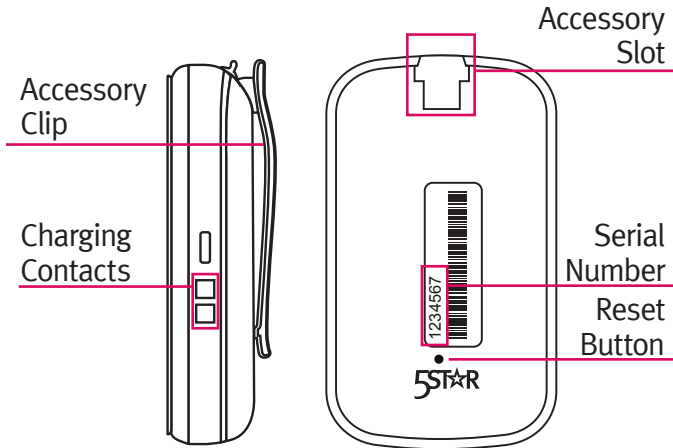
**Battery Indicator** – Shows the battery strength of the Splash.

**Call Button** – Allows you to call the 5Star Center or 9-1-1.

**Service Indicator** – Indicates the presence of wireless coverage and that the Splash is ready to use.

**Speaker** – Allows you to hear the 5Star Agent, 9-1-1 Operator, others conferenced in by 5Star, or voice and tone signals.

**Power Button** – Turns the Splash on and off.



**RIGHT SIDE**

**BACK**

**Accessory Clip** – Allows you to attach the Splash to a purse, backpack, or keychain.

**Charging Contacts** – Allows charging with the supplied Charging Cradle.

**Accessory Slot** – Allows you to attach the Accessory Clip.

**Serial Number** – This number is used for activating.

**Reset Button** – DO NOT USE unless you are instructed to do so by a GreatCall Representative.

## NOTE

By design, there is no volume control. If you are in a location where the device's sounds may be disruptive, you may want to turn off your device. Make sure to turn it back on afterward so that it is ready for any unsafe situation you may encounter. If you are in a noisy area, you may need to move the device closer to your ear or to your mouth.

## SECTION 1: ACTIVATING THE SPLASH

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### IMPORTANT!

Do not turn on or charge your device until you have set up your account. If you turn it on prior to setting up your account, the device may fail to activate. If the device failed to activate, power off and start with Step ①.

To ensure that your Splash is activated successfully, it is important that you follow these simple steps when activating. If you purchased your Splash directly from GreatCall by phone or on [greatcall.com](http://greatcall.com), please skip to Step ③. Otherwise, please proceed to proceed to Step ①.

## 1 Gather required information

The following information will be required in order to activate your Splash.

- The primary Splash user's name, home address (address must be U.S. based and not a PO Box) and phone number
- The billing address
- The email address of the person managing the account
- A valid credit or debit card
- Name and phone number of at least one emergency contact
- The 7-digit Serial Number located on the back of the device (Note: You can also use the entire 11-digit serial number located on the side of the box.)

2

## Go online or call to set up your account

If you do not have a GreatCall account, visit us online at [www.greatcall.com/Activate](http://www.greatcall.com/Activate). There you can enter your Splash Serial Number found on the back of the device, and follow the instructions to set up your account.

If you are an existing GreatCall customer and would like to replace, upgrade, or add a Splash to your account, do not have access to the Internet, or need to activate more than one device, call 5Star Activation toll-free at [1-800-675-0158](tel:1-800-675-0158).

### 3 Turn on the Splash to activate

1. Remove the “DO NOT POWER ON BEFORE ACTIVATING” sticker from the back of your device and press the Power Button. **DO NOT REMOVE THE SERIAL NUMBER STICKER.**
2. After a few moments, you will hear “**Setting up device, please wait**” followed by “**Welcome to 5Star**”.
3. The Service Indicator in the middle of the Call Button will begin blinking green, indicating the device is working.
4. Once the device is activated, you will receive a phone call on your Splash. Once you hear the device ringing, press and release the Call Button to answer the call.

**Congratulations! Your Splash is now activated.**



## IMPORTANT!

The device is not ready for use until you hear “**Welcome to 5Star**” and the Service Indicator located at the center of the Call Button is blinking green.

If you hear a voice prompt saying “**Unable to activate. See User Guide,**” please call the 5Star Activation Team at **1-800-675-0158** for assistance with completing the activation process.

## NOTE

Your Splash may not be fully charged after powering on for the first time. Please refer to “Section 2: Charging the Splash.”

## NOTE

If you do not hear **“Welcome to 5Star”** after 20 minutes, it may be necessary to reboot the device. To reboot, press and hold the Power Button until you hear **“Powering Off”**. Once the device is off, press the power button again. You will hear **“Setting up device, please wait”** repeat several times as the device activates. After a few minutes you will hear **“Welcome to 5Star,”** confirming your Splash has been activated and is ready for use. If you do not hear the **“Welcome to 5Star”** voice prompt after 20 minutes again, please call the 5Star Activation team at **1-800-675-0158** for assistance.

## **SECTION 2: CHARGING THE SPLASH**

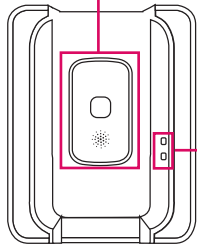
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It is very important to always keep your Splash charged and with you so that immediate access to help is readily available. Out of the box, the device is only partially charged. It is important that you fully charge your device after activating.

### **The Charging Cradle**

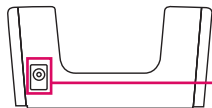
The Charging Cradle allows a simple way of storing and keeping your Splash charged when not in use. The following will guide you through how to set up and use the Charging Cradle with your Splash.

Position Guide



Charging  
Contacts

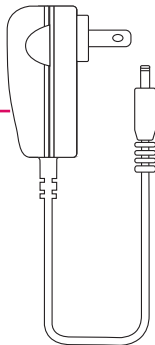
**TOP VIEW**



Power  
Connector

**SIDE VIEW**

Power  
Cord



**POWER CORD**

**Position Guide** – Shows you how to position the Splash in the Charging Cradle.

**Charging Contacts** – Allows charging of the Splash when cradled.

**Power Connector** – Allows connection with the Power Cord to power the Charging Cradle.

**Power Cord** – Provides power to the Charging Cradle from a wall outlet.

## Setting up the Charging Cradle

1. Determine where you would like to place your Charging Cradle. **DO NOT PLACE THE CHARGING CRADLE IN A LOCATION WHERE IT COULD GET WET.**
2. Plug the small end of the Power Cord into the Charging Cradle's Power Connector located on the side.
3. Place the Charging Cradle onto a flat surface and plug the Power Cord into a compatible wall power outlet.

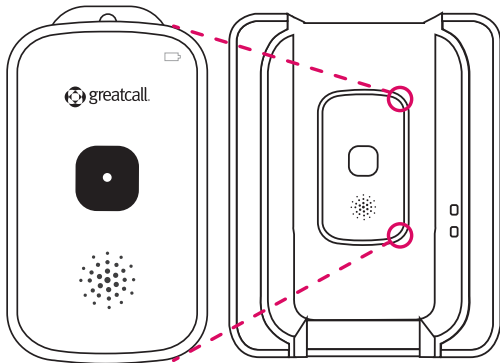
## IMPORTANT!

While the Splash is waterproof, the Charging Cradle is not. Do not place the Charging Cradle in areas where it can get wet. If your Splash happens to get wet, please be sure to dry it before placing it into the Charging Cradle. Failure to do so may cause an electrical shock or fire hazard.

The Splash is rated to be submerged in up to 3 feet of water for up to 30 minutes.

## Charging the Splash

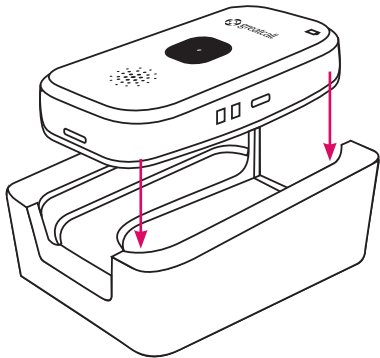
1. Align the Splash with the Charging Cradle so that it is oriented in the same way as displayed in the Position Guide on the Charging Cradle.



**Aligning the Splash with the Charging Cradle**



2. Lower your Splash into the Charging Cradle until the Charging Contacts on both the Splash and Charging Cradle make contact. You will hear a tone from the Speaker indicating that the device is placed properly and charging.



**Inserting the Splash into the Charging Cradle**

3. The Battery Indicator will blink green during the charging process. Once fully charged it will remain solid green.
4. To remove the device from the Charging Cradle, simply grasp your Splash and lift up and away from the Charging Cradle. You will hear a tone from the Speaker indicating that it is no longer charging. Unless additional charging is required, the Battery Indicator will turn off to save power.

### When to Charge the Splash

Always place your Splash in the Charging Cradle when not in use so that it is always ready when you need it most. We recommend charging each night when you go to bed. When the battery is low, the Battery Indicator will flash red and you will hear a repeating tone to charge. The tone will repeat more frequently as the battery level decreases.

If the battery loses all of its charge, the device will power off. The Splash will power back on shortly after it is placed in the Charging Cradle.

#### NOTE

To protect the battery, the Splash will automatically stop charging if the device temperature drops below 32°F or over 113°F. Charging will automatically resume when the device temperature returns to normal levels.

## SECTION 3: USING THE SPLASH

This section will guide you through how to use the Splash and get the most out of the 5Star Service.

### Turning on the Splash

1. Press the Power Button. The Service Indicator and Battery Indicator will turn solid green. Alternatively, lowering your Splash into the Charging Cradle will also turn on the device if it was previously off.
2. After a few moments, you will hear a tone and a voice prompt of “**Welcome to 5Star.**” The Service Indicator in the middle of the Call Button will begin blinking green indicating the device is powered up and ready to use.
3. The Battery Indicator will be off to save power if the device does not require charging. If the Battery Indicator

is flashing red, the battery level is low; please place in the Charging Cradle as soon as possible.

#### NOTE

We recommend keeping your Splash on at all times and charging it overnight so you can always have immediate access to help in an uncertain or unsafe situation.

### Turning off the Splash

1. To turn your Splash off, press and hold the Power Button until you hear a tone and voice prompt of **“Powering Off.”**
2. The Battery Indicator and Service Indicator will turn solid red for a few seconds indicating that the device is turning off. Your Splash is completely off when both of these indicators turn off.

## When to Use the Splash

Below are some examples of when you could use your Splash:

### Potential emergency or cautious situations:

- “I am walking to my car at night and I think someone is following me.”
- “I think someone is in my house.”
- “I have this weird tingling in my arm and I am not sure what to do.”

### General assistance:

- “I locked myself out of my house without the keys.”
- “I’m having some problems getting my car started.”
- “I’m running out of gas and need directions to the nearest gas station.”

### Unique situations:

- “I heard a weird noise on my roof.”

- “I’m having trouble breathing.”
- “My dad never came to pick me up from school.”

Though we have listed typical use scenarios, if you’re ever in doubt as to whether or not to call 5Star, simply call and a friendly 5Star Agent will assist you.

## Where to Use the Splash

You can use your Splash at home or on the go, wherever you have cellular service. The Splash is also waterproof so you don’t have to worry about using it in the shower, accidentally dropping it in the sink or that unexpected rain.

Coverage and service are not available everywhere. You will not be able to make 5Star or 9-1-1 calls when cellular service is not available.

## IMPORTANT!

The Splash is rated to be submerged in up to 3 feet of water for up to 30 minutes.

In the event your Splash becomes wet be sure to dry it as soon as possible, especially before placing into the Charging Cradle.

## Calling 5Star

1. Firmly press and release the Call Button. You will hear a voice prompt of “**Calling 5Star,**” and you will be greeted by a 5Star Agent.
2. When speaking to a 5Star Agent, hold your Splash at a comfortable distance, at least one inch away from your



mouth, and speak normally into the Microphone.

3. To end the call, firmly press and release the Call Button. You will hear a tone and a voice prompt of **“Call Ended.”**

### **If your Call to 5Star Requires Emergency Assistance**

If you call 5Star and the 5Star Agent determines that you need emergency assistance, the Agent will connect you directly to 9-1-1 emergency services.

5Star Agents may provide emergency services or 9-1-1 Operators with information from your Personal Profile, such as your medications, allergies and personal contact numbers.

## IMPORTANT!

To ensure our 5Star agents always have your latest emergency contact information, please regularly check your Personal Profile located at [mygreatcall.com](https://mygreatcall.com). See “Section 4: Managing Your Account” for more information.

## NOTE

If you end the call before speaking with a 5Star Agent, you may get a call back to ensure that you are safe.

## Calling 9-1-1 in an Emergency with the Splash

If you are experiencing a critical emergency and need to call 9-1-1 directly,

1. Press and hold the Call Button until you hear “**Calling 9-1-1 Now,**” then release the button.
2. To end the call, press and release the Call Button. You will hear a tone and a voice prompt of “**Call Ended.**”

## Answering Incoming Calls on the Splash

If you call 9-1-1 on your device, the 9-1-1 Operator will have the ability to call you back on your Splash. After a 9-1-1 call is completed, a 5Star Agent may also contact you to see if you need any further assistance.

When there is an incoming call, your Splash will ring with an audible tone.

1. To answer, firmly press and release the Call Button and speak into the Microphone located at the top of the device.
2. To end the call, press and release the Call Button again.

If the person you were speaking with hangs up first, your Splash will automatically end the call without the need to press the Call Button.

#### NOTE

The Splash can only receive incoming calls from 9-1-1 Operators or 5Star Agents.

## Connecting with Urgent Care

As a Splash customer with GreatCall Health & Safety Services, you have access to Urgent Care. Urgent Care provides you with unlimited health advice from experienced, registered nurses in English or Spanish, 24-hours a day, 7-days a week.

To access a live nurse:

1. Press the Call Button.
2. When a 5Star Agent answers, ask to be connected to **“Urgent Care.”**
3. The agent may ask you a few questions to make sure your call isn't an emergency before connecting you to a nurse.

## About the Service Indicator

The Service Indicator is located in the center of the Call Button. The Service Indicator will show whether or not you have wireless coverage and if the device is powered on and ready to use.

Color	Pattern	Meaning
Green	Flashing	Good wireless coverage Ready to use
Red	Flashing	No wireless coverage Try another location

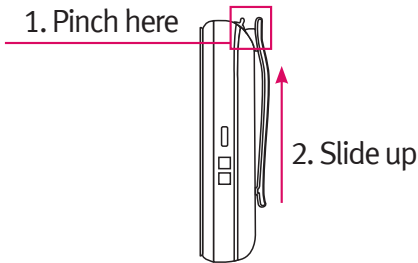
## About the Battery Indicator

The Battery Indicator is located towards the upper right corner of your Splash. The Battery Indicator shows the device's battery status.

Color	Pattern	Meaning
Green	Solid	Battery is fully charged Ready to use
Green	Flashing	Battery is charging
Red	Flashing	Battery is low Needs to be charged
Off	N/A	Battery does not require charging or the device is off

## Attaching and Removing the Accessory Clip

1. Slide the Accessory Clip into the Accessory Slot on the back of the device until it “clicks” into place.
2. To remove the Accessory Clip, pinch the top of the Accessory Clip and the latch between your thumb and forefinger. With your other thumb, slide the bottom of the clip upwards.



## Removing the Accessory Clip



## Using the Keychain Attachment

A Keychain Attachment accessory has been provided with your Splash to allow you to conveniently carry it attached to your keys. The Keychain Attachment can be attached to the hole found at the top of the Accessory Clip.

## SECTION 4: MANAGING YOUR ACCOUNT

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MyGreatCall allows you to easily and securely manage your 5Star account and Personal Profile online. If you haven't set up a MyGreatCall account yet, you will need to register by navigating to [www.mygreatcall.com](http://www.mygreatcall.com) on your computer's web browser and following the easy instructions to create an account.

Once registered, you can go to [www.mygreatcall.com](http://www.mygreatcall.com) to log into your MyGreatCall account at any time to:

- Manage Your Personal Profile
- Send a "Test Call" to 5Star
- Send a Tone to Find a Misplaced Splash
- Locate Your Splash using GreatCall Link™
- Manage "Just In Case" Notes
- Manage your 5Star Billing Information

## Manage Your Personal Profile

Your Personal Profile provides our 5Star Agents important information that will be critical in assisting you in uncertain or unsafe situations. The more information you provide, the better we can assist you. You can start with basic information and return later to [www.mygreatcall.com](http://www.mygreatcall.com) to easily update or add more information. It is a good idea to periodically review the information to be certain it is still accurate.

Typical information you provide will include:

- Information like your name, phone numbers, gender, date of birth and your primary language.
- Locations you frequently visit such as your home address, work, gym, doctors' offices or vacation home.
- Emergency contacts – or people we can notify on your

behalf in case of an emergency.

- Medical information such as medications, doctors, hospitals and medical or physical conditions.
- Vehicles that you drive, including make, model, color, and license plate number.

If you do not have access to [www.mygreatcall.com](http://www.mygreatcall.com), you will be able to provide us with your Personal Profile details securely by phone, fax or mail. A Personal Profile form will be included in your GreatCall Splash Welcome Kit which you will receive by mail within a few weeks after activation.

## NOTE

The 5Star service and Personal Profile is limited to one user per subscription and cannot be shared with another person. The profile information you provide is personal to you and could be critical in assisting you in an emergency.

### Send a “Test Call” to Your Splash

You can confirm that your Splash is functioning properly by using the automated “Test Call” feature within MyGreatCall. Our 5Star agents are helping other customers with real situations, so we recommend navigating to [www.mygreatcall.com](http://www.mygreatcall.com) and using the automated Test Call feature found there. Make sure you have your Splash in-hand before initiating a Test Call so that you can

answer it when it rings. Please be patient as the Test Call can take several minutes before your Splash will begin ringing.

When your Splash begins to ring, press and release the Call Button to answer. Your Splash will automatically end the call once the Test Call message has completed.

### **IMPORTANT!**

Please remember that our 5Star Agents are helping other customers with real situations. If you feel the need to press the Call Button to make a test call, please wait on the line for a 5Star Agent to answer and simply advise them you are making a test call. If you press the Call Button and hang up, they will treat your call as an emergency.

## Send a Tone to Find a Misplaced Splash

If you have lost or misplaced your Splash, a special tone can be sent to it to assist you with finding it. Simply use the “Ping My Device” feature found on [www.mygreatcall.com](http://www.mygreatcall.com) to send a distinctive tone to your Splash. The “Ping My Device” tone will play for a limited time, and then stop. If you find your Splash while the special tone is playing, press and release the Call Button to end the tone.

## Locate Your Splash Using GreatCall Link™

With select GreatCall service packages you can view the last known location of your Splash on a map by using GreatCall Link found at [www.mygreatcall.com](http://www.mygreatcall.com). Not only will you be able to use an interactive map to locate your device, you can also

allow family caregivers to connect with your device and view key information through a smartphone or web app.

GreatCall Link will enable family caregivers to:

- Get directions to the last known location of your Splash
- Update the location to get the latest whereabouts of your Splash
- Quickly identify the battery level and whether your Splash is powered on or off
- View a quick summary of daily activities based on the locations setup in your Personal Profile
- View a history of 5Star or 9-1-1 calls made, where the call was placed and outcome, if available



## Manage “Just In Case” Notes

“Just in Case” Notes can be used to share a variety of notes to 5Star Agents such as future events, names of people you’ll be with, and hearing or speech conditions. This information will be used by The 5Star Agent to better assist you during your calls. Once logged into your MyGreatCall account, you will be able to review your notes, add more notes and edit or delete any existing notes.

## Manage your Billing Information

To conveniently help you manage your billing information, you can go to [www.mygreatcall.com](http://www.mygreatcall.com) and update your billing address and credit card information, as well as review your payment history. This is particularly useful if you know the credit card you have on file is about to expire and you want to avoid any disruptions to your 5Star service.

**Welcome to the GreatCall family!**

# TERMS AND CONDITIONS

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Welcome to the GreatCall family! By subscribing to the 5Star Service, you accept, without limitation or qualification, these terms and conditions of use. We may change these terms and conditions from time to time with or without notice, and you agree to be bound by any such changes.

PLEASE READ THIS DOCUMENT CAREFULLY AND KEEP A COPY OF IT IN A SAFE PLACE. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS IN THE PARAGRAPH TITLED “HOW WE WILL RESOLVE DISPUTES: ARBITRATION AGREEMENT, CLASS ACTION WAIVER AND FORUM SELECTION CLAUSE,” AN ARBITRATION AGREEMENT THAT WAIVES YOUR RIGHT TO A JURY TRIAL, AND A CLASS ACTION WAIVER, A CHOICE OF LAW PROVISION, AND A FORUM SELECTION CLAUSE.

## **How Your 5Star Service Works**

5Star system is only available in the United States. 5Star IS NOT A SUBSTITUTE FOR 9-1-1, and in fact, if 5Star conferences in 9-1-1 emergency services on your behalf, there could be a delay in reaching 9-1-1 emergency services. The service will only work if your account is current on payment and if your device is charged, turned on, has network access, and the 5Star Service is enabled. 5Star service may not be available in remote or enclosed areas. You agree that once you enroll in 5Star service, we will be able to track your approximate location whenever your device is turned on and that we can provide this information to third party service providers in case of an emergency or service incident. However, we cannot guarantee that we can

track your exact location and in some cases, we may only be able to provide the information provided in your personal profile. We will only use your location information for providing 5Star service.

### **Your Use of 5Star**

You promise not to use the 5Star Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from your actions. You are solely responsible for maintaining the content and accuracy of your personal profile with 5Star.

### **Your Responsibility To Pay For 5Star Service**

You are responsible to pay for your 5Star service on time and (unless the law provides otherwise) in full. If you purchase a year of service in advance and stop your service in the middle of the annual period, we will refund you the remaining months of the 5Star Service. You are also responsible for directly paying all charges for services provided to you by others (such as emergency service providers).

### **Your Responsibility To Tell Us Right Away About Disputed Charges**

If you object to any fees or charges for services, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), or you are waiving the dispute.

### **Your Responsibility To Pay For Taxes And Government Fees**

You promise to pay all federal, state and local taxes, and other fees and service charges that we are required by law to collect and remit to the government on the Services we provide to you. These charges may change from time to time without advance notice.

### **Your Responsibility For Others Who Use Your 5Star Service**

You are solely responsible for any use of the 5Star Service associated with your device, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for the services requested by you, or by anyone using the service through 5Star on your behalf. You agree that our agent may share your information with any authorized person calling the service on your behalf.

### **Ending Your 5Star Service**

You can cancel your 5Star service at any time. All you have to do is call us and tell us you want to cancel service. We will cancel the service immediately and you will not be charged for any future months.

### **Reactivating Or Changing Your 5Star Service**

We will only accept requests from you (or from someone we believe is your authorized agent) to activate, cancel, or reactivate your 5Star service. If we do any of these things, you agree to pay any charges associated with these requests. We will attempt to retrieve your previously stored personal profile if you reactivate your 5Star service, but we cannot guarantee our ability to retrieve it.

## **Usage Limits**

We may place usage limits for any 5Star service. If we place usage limits for a 5Star service, and you then use such service more than allowed by the limit amount, we will charge you at our then current rates for your usage in excess of the limit amount. You agree that we may use any credit or debit card or other payment account of yours that we have on file for payment of such charges.

## **Your Interactions With 5Star Agents**

We may record and monitor conversations between you and our agents, emergency service providers, the police, or other third parties. Please note that our agents may also remain on the line if they conference in a third party to assist in completing a service request. Please understand that 5Star is not required to release any audio or physical records that are created as part of the 5Star Service without a subpoena (unless otherwise required by law). We will do our best to accommodate you if English is not your first language and you require translation services, but we cannot guarantee the availability or competence of a third party translator.

## **Your Interactions With Urgent Care Through 5Star**

Urgent Care, brought to you in partnership with FONEMED®, is not a substitute for dialing 9-1-1 and should not be used in a case of emergency. FONEMED's registered nurses offer advice regarding health care decisions, but they do not prescribe medications or make diagnoses. We are not liable for any act or omission, including negligence, of any FONEMED employee. We are not a health care provider and do not provide health care services. You should seek the advice of your physician if you have any questions about medical treatment.

## **Connection To Other Service Providers**

Our agents may link, conference or transfer you to other service providers such as the police, fire department, ambulance service, 9-1-1 emergency services or towing service. We'll use reasonable efforts to contact appropriate service providers for help when you ask for it, but we can't promise that any service providers will respond in a timely manner or at all. Furthermore, we can't promise we will provide the best service provider or guarantee any level of service from such service provider. The laws in some places require an emergency situation to be confirmed before emergency service providers will provide service. We will not contact emergency service providers in these locations in response to your call if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We will attempt to have an agent contact you after you have completed a 9-1-1 call to make sure that you do not need additional assistance but cannot guarantee this service in all cases or for all devices.

## **About The Software**

5Star service requires software on your device that we may need or want to change from time to time. We may do this remotely, or through a third party service provider without notifying you first. You do not own the Splash software or acquire any rights to use or modify the Splash software on your own.

## **Our Right To Terminate Or Suspend Your 5Star Service**

We may terminate your 5Star service without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the 5Star Service to you at any time and for any reason, even for reasons unrelated to you or your

account with us. In such a case, we will refund any amounts you have paid in advance. Also, we may terminate your service without prior notice to you for any good cause. This means, for example, we can terminate your service immediately if you breach any part of this agreement, don't pay amounts that are due to us, interfere with our efforts to provide service, interfere with our business, or if your 5Star service or wireless phone number is used for illegal or improper purposes. You don't have any right to have 5Star service reactivated, even if you cure any of these problems. Whether we allow you to have service again will be entirely up to us. We can suspend your 5Star service for any reason. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to terminate it.

### **Your Privacy**

Some of our key privacy practices are outlined in this section. For a complete description of our privacy practices, please refer to our Privacy Statement. We may update our Privacy Statement from time to time and the updates are available at [www.greatcall.com](http://www.greatcall.com), or you can contact us to request a copy.

We may collect information about you in several different ways: from information you provide to us, from your use of the 5Star Service, from calls or emails between us, from location based services, and from third party data providers. We will collect information about your location on a periodic or regular basis. The information we may get about you includes your contact and billing information (including your credit card number), registration information, your physical locations, and information that helps us customize our services (including your medical condition and medications). You agree that we can, subject to applicable law, use this



information to provide 5Star location based services, manage your account, conduct analysis and research, comply with legal requirements, prevent fraud or misuse of the 5Star Service, and protect our rights or property or the safety of you or others.

### **Warranty**

We make no representation or warranty, either expressly or tacitly, for the completeness or correctness of the service. The use of the service is at your own risk. We assume no liability for or relating to the delay, failure, interruption or corruption of any voice, call quality, or data transmitted on a device while using 5Star. While we strive to ensure that the service is provided without interruption and is accurate and reliable, we make no warranties or representations as to the accuracy, correctness, reliability or otherwise with respect to the service and we assume no liability or responsibility of any kind for omissions or errors in the service.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS. Specifically, we and our affiliates make no representations or warranties about the accuracy, reliability, completeness including errors or omissions, currentness or timeliness of content, software, text, graphics, links, or communications provided on or through the use of the service.

### **Limited Warranty for the Splash**

We warrant to you, if you are the original purchaser of a Splash device (the “Splash”), that the

Splash is free from defects in material and workmanship under normal use and service for one year from the date of purchase. This Limited Warranty is conditioned upon you properly using the Splash. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abuse, neglect, unusual physical, electrical or electromechanical stress, or modification of any part of the Splash, or cosmetic damage; (b) equipment that has the serial number removed or made illegible; (c) any plastic surfaces or other externally exposed parts that are scratched or damaged due to normal use; (d) malfunctions resulting from the use of the Splash in conjunction with accessories, products, or ancillary/peripheral equipment we have not furnished or approved; (e) defects or damage from improper testing, operation, maintenance, installation, or adjustment; or (f) installation, maintenance, and service of the Splash.

During the applicable warranty period, we, will repair or replace, at our sole option, without charge to you, any defective component part of the Splash. To obtain service under this Limited Warranty, you must return the Splash to us in an adequate container for shipping, accompanied by your account number, sales receipt or comparable substitute proof of sale showing the date of purchase and the serial number of the Splash. To obtain assistance on where to deliver the Splash, call us at 800-733-6632. Upon receipt, we will promptly repair or replace the defective Splash. We, may at our sole option, use rebuilt, reconditioned or new parts or components when repairing any Splash or replace the Splash with a rebuilt, reconditioned or new Splash. Repaired or replaced Splash devices will be warranted for a period equal to the remainder of the original Limited Warranty or for 90 days, whichever is longer.

## Limitations of Liability

You and 5Star are each waiving important rights. Unless forbidden by law in a particular instance, we each agree as follows: (1) we are not liable for the actions or inactions of any service provider we contact for you, or for our inability to contact any service provider in any particular situation, (2) we are not liable to you for any injuries to persons or property arising out of or relating to your use of the 5Star Service, (3) our maximum liability to you under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to an amount equal to the portion of the charges to you for the services relating to the period of service during which such damages occur, (4) unless otherwise provided in this agreement, your maximum liability to us under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to any charges due and owing by you to us, (5) neither you nor we can recover punitive damages, treble, consequential, indirect, or special damages, or attorney's fees. You and we agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, compensatory damages as limited in this agreement, (6) no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third party, by buildings, hills, tunnels, network congestion, weather, or any other things we do not control, (7) notwithstanding anything else in this agreement, you agree to excuse any non-performance by us or any service provider caused in whole or in part by an act or omission of a third party, or by any equipment failure, act of god, natural disaster, strike, equipment or facility shortage, or other causes beyond the control of us or our service providers, (8) you agree that neither we nor any service provider who sends you data or information through 5Star is liable for any errors, defects,

problems, or mistakes in that data or information, and (9) you agree that the limitations of liability and indemnities in this agreement will survive even after the agreement has ended. These limitations of liability apply not only to you, but to anyone using the 5Star Service on your behalf, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your 5Star service. Some states don't allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

### **How We Will Resolve Disputes:**

#### **Arbitration Agreement, Class Action Waiver and Forum Selection Clause**

If you and we have a disagreement related to 5Star service or the validity of these terms of conditions of use, we'll try to resolve it by talking with each other. If we can't resolve it that way, we both agree to use confidential binding arbitration, not lawsuits (except for small claims court cases) to resolve the dispute. We agree that any controversy or claim between us will be settled by one neutral arbitrator before the American Arbitration Association ("AAA"). There's no judge or jury in arbitration, arbitration procedures are simpler and more limited than rules applicable in court, and review is limited. But you are entitled to a fair hearing and the arbitrator's decisions are as enforceable as any court order. Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. As modified by these terms of conditions of use, the arbitration will be governed by the AAA's arbitration rules (collectively "Rules and Procedures"). We further agree that: (a) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by you and us; (b) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN

OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (c) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, (d) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (e) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (f) the arbitrator shall honor claims of privilege and privacy recognized at law; and (g) a decision by the arbitrator (including any finding of fact and/or conclusion of law) against either you or us shall be confidential unless otherwise required to be disclosed by law or by any administrative body and may not be collaterally used against either of them in existing or subsequent litigation or arbitration involving any other person/customer.

With the exception of subparts (b) and (c) in the paragraph above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained in these terms of conditions of use. If, however, either subpart (b) or (c) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you or we shall be entitled to arbitration.

In the event this agreement to arbitrate is held unenforceable, or in the event AAA refuses to arbitrate the dispute, all controversies, disputes, demands, counts, claims, or causes of action between you and us shall be exclusively brought in the state or federal courts located in San Diego County, California. Further, in the event either you or we bring an action in a court seeking provisional interim equitable relief pending resolution of an arbitration, such provisional interim relief must be exclusively sought in the state or federal courts located in San Diego County, California.

For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879, write the AAA at 1633 Broadway, 10th Floor, New York, New York 10019, or visit the AAA website at <http://www.adr.org>.

### **Governing Law**

To the fullest extent permitted by law, and except as explicitly provided otherwise, this agreement and any disputes arising out of or relating to it will be governed by the laws of the state of Delaware, in accordance with the Federal Arbitration Act, without regard to its conflict of law principles, and by any applicable tariffs, wherever filed.

### **Our Relationship With You**

This agreement does not create any fiduciary relationships between you and us. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

### **We Can Assign This Agreement**

We can assign this agreement or your obligations to pay under it in whole or in part to anyone we choose. You cannot assign this agreement or your obligations to anyone else without our prior written consent.

### **This Is The Entire Agreement**

This agreement is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended except in a writing signed by 5Star. If any part of this agreement is considered invalid, the rest of it will remain enforceable. No waiver of any part of this agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be a waiver or require us to do so again.

## **MONTHLY CHARGES**

To subscribe to the 5Star Service, you will be charged a recurring monthly service fee plus any applicable taxes. Remember, you can use your Splash as much as needed but GreatCall may place usage limits in cases of abuse of the service. There is a fee associated with activating your service and there may be a fee when re-activating.

## **OUR 30-DAY RETURN POLICY**

If for any reason you are not completely satisfied with your service, or the Splash, you can return your device within 30 days of purchase and we will refund the full price of the device. If

you paid a first-month service charge, we'll refund it as well.

### **How To Return Your Splash:**

1. Call GreatCall Customer Service at 1-800-463-5412.
2. You will receive a return authorization number, address and instructions for return. If your Splash was purchased from a retail location, it must be returned to that location and is subject to that store's return policy.
3. The Splash must be in "like new" condition in its original box with all components and materials to be eligible for a refund.

Shipping charges are not refundable. You will be charged a \$10 restocking fee.

## **HEALTH AND SAFETY INFORMATION**

GreatCall recommends that you read all of the Health and Safety information concerning your Splash. Visit [www.greatcall.com/support/safety.aspx](http://www.greatcall.com/support/safety.aspx) to view or print this information.

### **FCC Regulations:**

This device complies with part 15.22 and 24 of the FCC Rules. Operation is subject to the following two conditions: 1) This device may not cause harmful interference, and 2) this device must accept any interference received, including interference that may cause undesired operation. This device meets the FCC Radio Frequency Emission Guidelines and is certified with the FCC as FCC ID number: P4M-APT230. RF Exposure Warning: The radiated output



power of this device is below the FCC radio frequency exposure limits. Nevertheless, the device should be used in such a manner that the potential for human contact during normal operation is minimized.

**In order to avoid the possibility of exceeding the FCC radio frequency exposure limit, human proximity to the antenna should not be less than 10mm. Information to user (FCC Part 15.21).**

### **Implantable Medical Devices**

A minimum separation of six (6) inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the device.

Persons who have such devices:

- Should ALWAYS keep the mobile device more than six (6) inches from their implantable medical device when the mobile device is turned ON
- Should not carry the mobile device in a breast pocket
- Should use the ear opposite the implantable medical device to minimize the potential for interference
- Should turn the mobile device OFF immediately if there is any reason to suspect that interference is taking place
- Should read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.

For more information see: <http://www.fcc.gov/oet/rfsafety/rf-faqs.html#>.

Changes or modifications not expressly approved by the party responsible for compliance could void the users authority to operate the equipment.

**5Star is not a substitute for 9-1-1. In the event of a critical emergency, always contact 9-1-1 immediately.**

**By subscribing to The 5Star system, you accept, without limitation or qualification, the Terms and Conditions of use on page 52-64 .**

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[www.greatcall.com](http://www.greatcall.com)

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