



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

PKG5STARUSEGDGRCOBN-R00



## User Guide

**5STAR**  
urgent response





## **MY IMPORTANT INFORMATION**

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Use this page to take a note of your important contact, device and account information.

### **Personal Contact 1**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

### **Personal Contact 2**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

**Device Serial Number:** \_\_\_\_\_


**Account Number:** \_\_\_\_\_





Welcome to **5Star Urgent Response™** by GreatCall®

With your new **5Star Urgent Response** service, you will receive immediate, reliable access to our Certified Response Agents who are trained to provide help in any situation – 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** or call us at **1-800-463-5412**.


Best Regards,  
*Your Friends at GreatCall*



**IMPORTANT!**

If you purchased **5Star Urgent Response** 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 in case of an emergency. The 5Star Response Center can only be contacted through The 5Star device.



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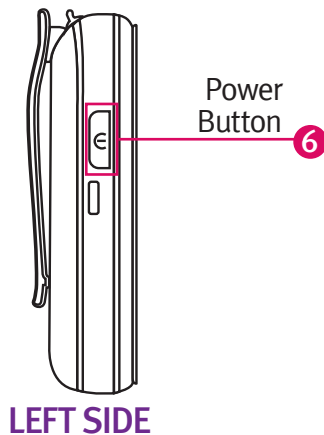
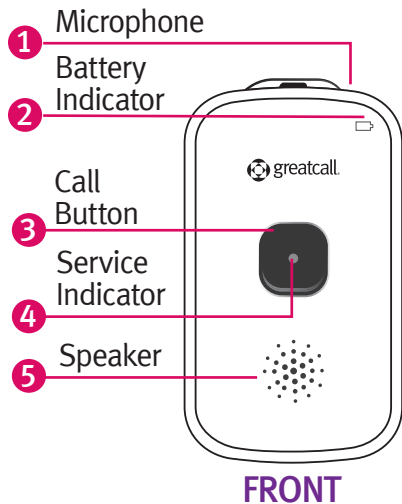
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## CHAPTER 1: ITEMS IN THE 5STAR BOX

- The 5Star
- Charging Cradle
- Wall Power Adapter
- Accessory Clip
- Keychain Attachment
- User Guide
- Quick-Start Guide
- Service Highlights

## The 5Star

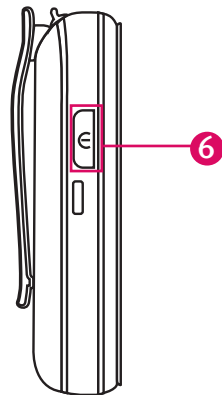


- 1 Microphone** – Picks up the sound of your voice for calls.
- 2 Battery Indicator** – Shows the device's battery strength.
- 3 Call Button** – Allows you to call the 5Star Response Center or 9-1-1.
- 4 Service Indicator** – Indicates the presence of wireless coverage and that the device is ready to use.
- 5 Speaker** – Allows you to hear the 5Star Response Agent, 9-1-1 Operator, others conferenced in by 5Star, and voice and tone signals.
- 6 Power Button** – Turns The 5Star on and off.

## The 5Star



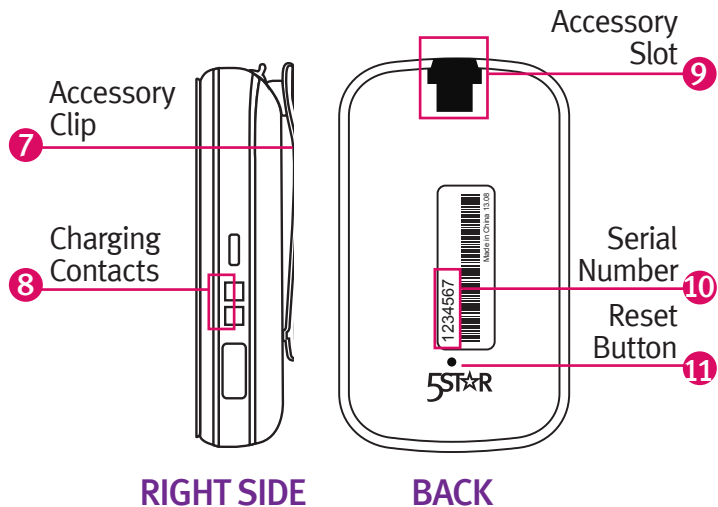
**FRONT**



**LEFT SIDE**

- 1 Microphone** – Picks up the sound of your voice for calls.
- 2 Battery Indicator** – Shows the device's battery strength.
- 3 Call Button** – Allows you to call the 5Star Response Center or 9-1-1.
- 4 Service Indicator** – Indicates the presence of wireless coverage and that the device is ready to use.
- 5 Speaker** – Allows you to hear the 5Star Response Agent, 9-1-1 Operator, others conferenced in by 5Star, and voice and tone signals.
- 6 Power Button** – Turns The 5Star on and off.





RIGHT SIDE

BACK




- 7 Accessory Clip** – Allows you to attach the device to a purse, backpack, or other items.
- 8 Charging Contacts** – Allows charging with the supplied Charging Cradle.
- 9 Accessory Slot** – Allows you to attach accessories such as a clip or keychain for carrying.
- 10 Serial Number** – This number is used for activating the device for the first time.
- 11 Reset Button** – ONLY use if you are instructed to do so by a GreatCall Customer Service Representative.






## NOTE

By design, there is no volume control. If you are in a location where the device's sounds may be disruptive, like a movie theater, you may want to turn off your device. Make sure to turn it back on afterwards in case you encounter an unsafe situation. If you are in a noisy area, you will need to move the device closer to your ear or to your mouth.



## NOTE

To help make the service more convenient for you, we also offer other accessory options like a **portable car charger and a carrying case**. To learn more or purchase, go to [www.greatcall.com](http://www.greatcall.com) or call Customer Service at **1-800-463-5412**.





## CHAPTER 2: ACTIVATING YOUR 5STAR SERVICE

### 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 will fail to activate. If the device failed to activate, power off and start with **STEP 1**.

To ensure that your 5Star service is activated successfully, it is important that you follow these simple steps when activating.

- If you purchased your 5Star on a website like [amazon.com](https://www.amazon.com) or through a retail store, please proceed to **STEP 1**.
- If you purchased your 5Star by calling GreatCall directly or on [greatcall.com](https://www.greatcall.com), please proceed to **STEP 3**.





## STEP 1 – Gather required information.

To ensure that your activation process goes smoothly, you will need to have the following personal information ready when activating your service. **You can take a note of your emergency contacts and device Serial Number provided at the beginning of this guide.**

- Your name, address and phone number (your address must be a physical, U.S. based address, not a Post Office Box)
- The billing address, if different from your physical address
- Your email address
- A valid credit card 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: the entire 11-digit serial number is also located on

the side of the box. When using this number please only use the last 7 numbers for activation.)

## STEP 2 – Go online or call to set up your account.

### Online Method:

The best way to set up your account is online at:

**[www.greatcall.com/5StarActivate](http://www.greatcall.com/5StarActivate). *There will be a discount on your activation fee for activating online.***

1. Enter device Serial Number and account information.
2. Enter all required payment information.
3. Enter an emergency contact.
4. Review customer emergency contact, charges and payment information.
5. Confirm account setup.
6. Make sure to make a note of your account number. You can take a note of your account number on the first page of this



User Guide.

### Phone Method:

If you are an existing GreatCall customer and would like to add a 5Star to your account, do not have access to the Internet, or you need to activate more than one device, call 5Star Activation toll-free at **1-800-675-0158**. Be sure to have your information from **STEP 1** handy.

### STEP 3 – Turn on The 5Star to activate.

Now that your account is set up, The 5Star can be turned on for the first time. To complete activation, follow these simple steps:

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 a voice prompt saying

“Setting up device, please wait” followed by “Welcome to 5Star” within a few minutes.

3. The Service Indicator in the middle of the Call Button will begin blinking green, indicating the device is working properly.
4. Once the device is turned on, you will soon receive a phone call on The 5Star confirming activation. Simply press and release the Call Button firmly to answer the call.

**Congratulations! The 5Star service 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.



## IMPORTANT!

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

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 The 5Star 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.



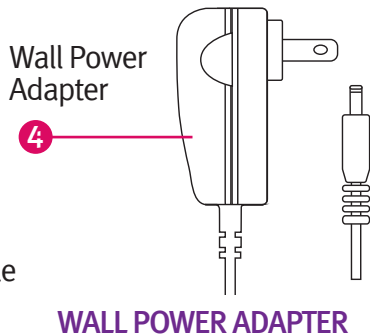
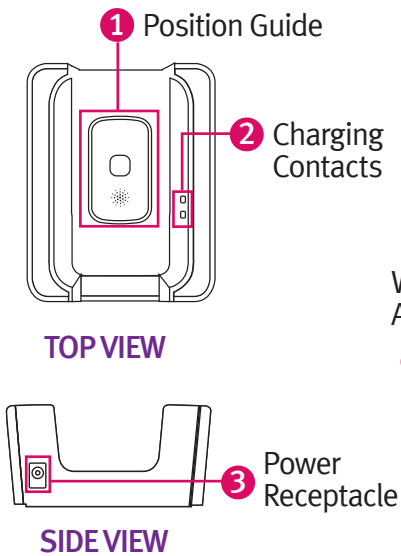
## CHAPTER 3: CHARGING THE 5STAR

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It is very important to always keep The 5Star 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 The 5Star charged when not in use. The following will guide you through how to set up and use the Charging Cradle with The 5Star device.





- 1** **Position Guide** – Shows you how to position The 5Star device in the Charging Cradle.
- 2** **Charging Contacts** – Allows charging of The 5Star device when cradled.
- 3** **Power Receptacle** – Allows connection with the Wall Power Adapter to power the Charging Cradle.
- 4** **Wall Power Adapter** – Provides power to the Charging Cradle from any compatible wall outlet.






## Setting up the Charging Cradle

1. Determine where you would like to place your Charging Cradle. Keep in mind the length of the Wall Power Adapter cable and what is most convenient to you when determining a location for your Charging Cradle. **DO NOT PLACE THE CHARGING CRADLE IN A LOCATION WHERE IT COULD GET WET.**
  2. Insert the small connector of the Wall Power Adapter into the Charging Cradle's Power Receptacle located on the
- 

- 
- back.
3. Place the Charging Cradle onto a flat surface and plug the Wall Power Adapter into a compatible wall power outlet.

### IMPORTANT!

When determining the location of your Charging Cradle, ensure that the Wall Power Adapter cable will not cause a trip hazard. The Wall Power Adapter cable should not cross hallways or common traffic areas where a trip hazard would most likely occur.

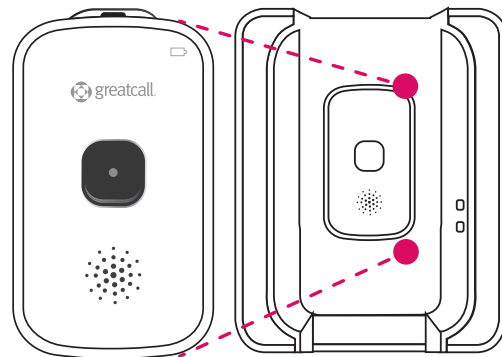


## IMPORTANT!

While The 5Star device is waterproof, the Charging Cradle is not. Do not place the Charging Cradle in areas where it can get wet. Failure to do so may cause an electrical shock or fire hazard.

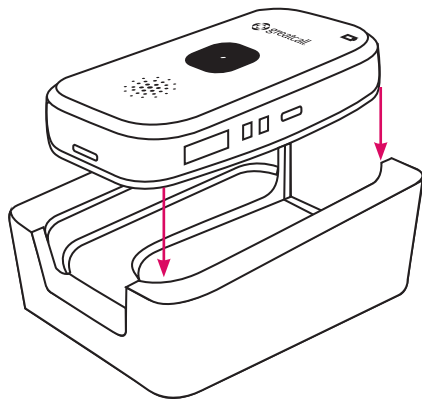
### Charging The 5Star

1. Align The 5Star device 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 5Star to the Charging Cradle

2. Lower The 5Star into the Charging Cradle until the Charging Contacts on both The 5Star and Charging Cradle make contact. You will hear a tone from the Speaker.



### Inserting The 5Star to 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 The 5Star 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 5Star

Always place The 5Star in the Charging Cradle when not in use so that it is always ready when you need it most. 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 5Star will power back on when it is placed in the Charging Cradle.



## NOTE

To protect the battery, the 5Star will automatically stop charging if the device drops below 32°F or over 113°F. Charging will automatically resume when the device temperature returns to normal levels.



## CHAPTER 4: USING THE 5STAR

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

### Turning On The 5Star

1. Press the Power Button. The Service Indicator and Battery Indicator will turn solid green.
2. After a few moments, you will hear a tone and a voice prompt “Welcome to 5Star.” The Service Indicator will begin blinking green indicating the device is powered up and working properly.
3. If the battery is charged, the Battery Indicator will be off to save power.



## NOTE

We recommend keeping The 5Star on at all times and charging it overnight so you can always have immediate access to help in any situation.




## Turning Off The 5Star

1. To turn The 5Star off, press and hold the Power Button until you hear a voice prompt that says “Powering Off.”
2. The Battery Indicator and Service Indicator will turn solid red for a few seconds indicating that the device is turning off. The 5Star is completely off when both of these indicators turn off.

## Making a Test Call

There are two ways to make a test call:

1. **Online:** We recommend sending a test call to your device by logging into [mygreatcall.com](http://mygreatcall.com).
    - If you do not have a MyGreatCall account, you will need to create one. Visit [mygreatcall.com](http://mygreatcall.com), click on “Register” and follow the easy steps.
    - Once logged in, you will be brought to the “5Star Overview” page.
    - Click on the “Send Test Call” button.
  2. **Call:** You can also call GreatCall Customer Service at [1-800-463-5412](tel:1-800-463-5412) to have a test call sent to your device.
- 

## 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.**

### Calling the 5Star Service

1. Firmly press and release the Call Button. You will hear a voice prompt “**Calling 5Star**” and you will be greeted by a

5Star Agent.


2. When speaking to a 5Star Agent, hold the 5Star at a comfortable distance, at least one inch away from your mouth, and speak normally into the device’s microphone.
3. To end the call, firmly press and release the Call Button again. You will hear a tone and a voice prompt “**Call Ended.**”


## 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 5Star

1. If you are experiencing a critical emergency and need to call 9-1-1 directly, 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 **“Call Ended.”**
    - 9-1-1 Operator Call Back  
If you called 9-1-1 on your device, the 9-1-1 Operator may have the ability to call you back on The 5Star. If you receive an inbound call, the device will ring. Press the Call Button to answer. When you are finished with your call press the Call Button to hang up.
    - 9-1-1 Call Follow Up  
After you end a call with 9-1-1 emergency services from
- 




The 5Star you may receive a call from a 5Star Agent to see if you need any additional assistance. Use the Call Button to answer if the device is ringing.

## Connecting with Urgent Care

**As a 5Star customer, you have access to 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 Response Agent answers, ask to be connected to “Urgent Care.”**
  3. **The agent will connect you to a nurse.**
- 





## Answering The 5Star

When there is an incoming call, The 5Star device 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.

### NOTE

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

## 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 working properly.

- Flashing Green: You are in an area where there is good wireless coverage and the device is ready to use.
- Flashing Red: There is no service coverage. The Service Indicator may change to flashing green when you move to a better wireless coverage area.
- Solid Red: There may be a problem with the device if the Service Indicator stays solid red for a significant amount of time.

Call GreatCall Customer Service for assistance at **1-800-463-5412**.

Color	Pattern	Meaning
Green	Flashing	Ready-to-use
Red	Flashing	No service
Red	Solid	Contact customer service

### About the Battery Indicator

The Battery Indicator is located towards the upper right corner of The 5Star. The Battery Indicator shows the device's battery strength.

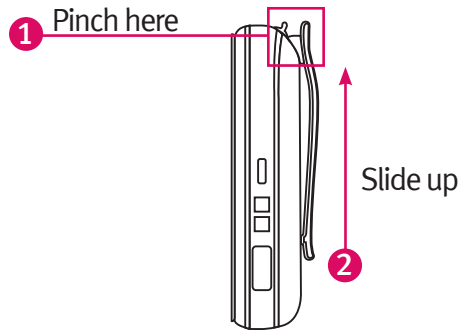
- Off: The battery does not require charging or the device is powered off. Check the Service Indicator to confirm if The 5Star is powered on and ready to use (more details on page --).

- Flashing Red: The battery is low and needs to be charged as soon as possible. You will also hear an audible tone from the Speaker as a secondary warning that the device needs to be charged. The audible tone will increase in frequency as the battery level decreases further.
- Flashing Green: The battery is in the Charging Cradle and charging.
- Solid Green: The battery is in the Charging Cradle, fully charged and ready to use.

Color	Pattern	Meaning
Green	Flashing	Battery is charging
Green	Solid	Battery is fully charged
Red	Flashing	Battery is low

## Attaching the Accessory Clip

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



## When to use 5Star Urgent Response

Below are some situational examples of when you could use 5Star:

### 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 ran off and 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 whether or not to call 5Star, simply call and a friendly 5Star Response Agent will assist you.






### NOTE

If you call 9-1-1 with The 5Star, a notification will be sent to the 5Star Response Center. After your 9-1-1 call is completed, a 5Star Agent may contact you to see if you need any further assistance.

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

If you call 5Star and the 5Star Agent determines that you are experiencing an emergency, 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. Agents can even conference in one of your emergency contacts to speak with you or a registered nurse to answer your medical questions. You can feel secure knowing an Agent will always stay on the line with you to ensure your situation has been resolved.



## MANAGING YOUR PERSONAL PROFILE

To get more out of the 5Star Urgent Response service, you are encouraged to provide as much information as possible in your Personal Profile. The more information you provide, the better we can assist you. You can start with basic information and return later to update or add information. It is a good idea to peri-






odically review the information to be certain it is still accurate.

### 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.

Typical information you provide will include:


1. Basic information like your name, phone numbers, gender, date of birth and your primary language.
2. Locations you frequently visit such as your home address, work, gym, doctors' offices or vacation home.

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- 
- 
3. Emergency contacts, people we can notify on your behalf in case of an emergency.
  4. Medical information such as medications, doctors, hospitals and medical or physical conditions.
  5. Vehicles that you drive including make, model, color and license plate number.



### Three Ways to Set Up your Personal Profile


1. **Online:** Managing your 5Star Personal Profile online is easy at [mygreatcall.com](http://mygreatcall.com).
  - Log onto [mygreatcall.com](http://mygreatcall.com) using your email address and password.
  - Once logged in, you are brought to the “5Star Overview” page.

- Under the Personal Profile section, you have two options to manage your Personal Profile:
    - 1) To edit one section at a time, click the “Manage Your Personal Profile” link.
    - 2) To be taken through all steps together, click the “Complete Setup” link.
2. **Mail or fax:** After you activate your 5Star, you will be mailed a GreatCall 5Star Welcome Kit, which includes a blank Personal Profile form. Fax the completed form confidentially to **1-760-438-9790** or mail it to GreatCall Inc., Attn.: 5Star Customer Service, P.O. Box 4428, Carlsbad, CA 92018-9839.
  3. **Call:** You can also call GreatCall Customer Service at **1-800-463-5412** to complete your Personal Profile.
- 



## Managing Your 5Star Service


Managing your 5Star Urgent Response service online is easy at [mygreatcall.com](http://mygreatcall.com) where you can:

- Manage your Personal Profile
  - Manage who can locate you
  - Locate your device or someone with the device
  - Make a test call to your device
  - Record “Just In Case” notes
  - Manage your 5Star Account
- 



### NOTE


If you do not already have a GreatCall account, you will need to create one. Just visit [mygreatcall.com](http://mygreatcall.com), click on “Register” and follow a few easy steps.










## Using The 5Star Locator Service

The 5Star Locator Service can help you manage your personal safety by allowing friends and family to go online and locate you wherever you are with your 5Star. You can also find the location of your device if you lost or misplaced it.

1. Log onto mygreatcall.com with your email address and password.
  2. Once logged in, you will be brought to the “5Star Overview” page.
- 

- 
3. Under the Locator Service section, click on the “**Manage My Locators**” link.
  4. From the “**Manage My Locators**” page you will be able to add or edit the people who are able to view your location.
  5. Click on the “**Add a Locator**” button to add someone new.
  6. Fill in the Locator’s name and telephone number, then click “**Submit.**”
  7. Your invitation will be emailed to that person with instructions on how to accept and use the 5Star Locator Service online.
  8. On the “**Manage My Locators**” page, you can review your list of all invited locators, see whether they have accepted your invitation and revoke any person’s permission to locate you.
- 





9. Once they have accepted, you will be able to see who has been trying to locate you. To view who has located you, click on the “**View History**” link under the Locator Service section.

#### NOTE

The Locator Service will display your last known locations. Your 5Star must be powered on and able to get location updates.

### Finding a Person with The 5Star

1. From the “**5Star Overview**” page, look for the Locator Service

section and click on “**Find 5Star – On Map**” link.

2. You will be able to see a map on the screen showing the location and address of The 5Star.

### Sending a “**Find 5Star**” Tone to your Device

If you are looking for a lost or misplaced device:


1. From the “**5Star Overview**” page, look for the Locator Service section and click on the “**Find 5Star – Ping/Page Device**” link.
2. The 5Star will begin to play an audible tone which will help you find the device.



## NOTE

The tone will play for a limited time, and then stop. Pressing the Call Button will end the tone.

### Recording “Just in Case” Notes




Entering notes is a very important feature. As with all location-based services, it is not always possible to get a completely accurate reading of your whereabouts (e.g. in an apartment building, parking garage, or if The 5Star is off). It is a good habit to utilize the notes feature as much as possible.

1. From the “**5Star Overview**” page, under the “**Just in Case Notes**” section on the right side of the page, click on the “**Add a New Note**” link. You’ll see a pop-up window where

- you can enter the information you want to provide.
2. Click “**Save**” and you will see the new note in the notes listing.

### Managing your 5Star Account Online

To conveniently help you manage your account, you can go to [mygreatcall.com](http://mygreatcall.com) and update your billing information, home address, phone numbers, credit card number and all other pertinent information.




**Welcome to the GreatCall family!**



## TERMS AND CONDITIONS

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Welcome to the GreatCall family! By subscribing to the 5Star Urgent Response 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 Urgent Response service is only available in the United States. 5Star IS NOT A SUBSTITUTE FOR 911, and in fact, if 5Star conferences in 911 emergency services on your behalf, there could be a delay in reaching 911 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 guar-

antee 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 Urgent Response Service

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 LiveNurse Through 5Star**

**LiveNurse, brought to you in partnership with FONEMED®, is not a substitute for dialing 911 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, 911 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 911 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 5Star software or acquire any rights to use or modify the 5Star 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 ter-

minate 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 5Star



We warrant to you, if you are the original purchaser of a 5Star device (the "5Star"), that the 5Star 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 5Star. 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 5Star, 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 5Star 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 5Star.


During the applicable warranty period, we, will repair or replace, at our sole option, without charge to you, any defective component part of the 5Star. To obtain service under this Limited Warranty, you must return the 5Star 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 5Star. To obtain assistance on where to deliver the 5Star, call us at 800-733-6632. Upon receipt, we will promptly repair or replace the defective 5Star. We, may at our sole option, use rebuilt, reconditioned or new parts or components when repairing any 5Star or replace the 5Star with a rebuilt, reconditioned or new 5Star. Repaired or replaced 5Stars 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 your 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

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To subscribe to the 5Star service, you will be charged a recurring monthly service fee plus any applicable taxes. Remember, you can use your 5Star 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

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If for any reason you are not completely satisfied with your service, or The 5Star, 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 5Star:

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 5Star was purchased from a retail location, it must be returned to that location and is subject

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to that store's return policy.

3. The 5Star must be in "like new" condition in its original box with all components and materials to be eligible for a refund.


The activation fee and shipping charges are not refundable.

## HEALTH AND SAFETY INFORMATION

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GreatCall recommends that you read all of the Health and Safety information concerning your 5Star. Visit [www.greatcall.com/5StarHSinfo](http://www.greatcall.com/5StarHSinfo) 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). No changes or modifications not expressly approved by the party responsible for compliance could void the users authority to operate the equipment.

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### 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#>.

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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 Urgent Response service, you accept, without limitation or qualification, the Terms and Conditions of use on pages ----- .