

riskbandTM
ARIES

RiskBand Device User Guide

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Contents

Preface	5
Chapter 1 Quick Start	7
About the RiskBand Device	7
Accepting the End-User License Agreement	8
Sending an Emergency	9
Receiving Messages	10
Chapter 2 Simulating an Emergency in Demo Mode	13
Putting the Device in Demo Mode	14
Triggering an Emergency in Demo Mode	15
Taking the Device Out of Demo Mode	17
Chapter 3 Behind the Scenes with RiskBand	19
Chapter 4 Using the RiskBand Device	23
Triggering and Canceling Emergencies	23
Reading and Clearing Messages	24
Accessing the RiskBand Device Menu	24
Device Menu: About Airplane Mode	25
Putting the Device in Airplane Mode	25
Taking the Device out of Airplane Mode	26
Device Menu: Turning Demo Mode On and Off	26
Device Menu: About Diagnostics	27
Synchronizing with the RiskBand ARIES Manager	27
Displaying Device Information	28
Resetting the RiskBand Device	28
Chapter 5 Charging the RiskBand Device	31
Chapter 6 More about the RiskBand Device	33
About the RiskBand Display	33
General Device Information	33
Emergency Indicators	34
Device State Icons	35
More about the Battery Life Indicator	35
More about the GPS Signal Indicator	35
About RiskBand Device Buttons	36
Chapter 7 Accessing the RiskBand ARIES Manager	37
Installing the RiskBand ARIES Manager Client	37
Installing the RiskBand ARIES Manager on Windows	37
Launching the RiskBand ARIES Manager in Windows	38

	Installing the RiskBand ARIES Manager Client on Mac OS	39
	Installing the RiskBand ARIES Manager Client on Linux	40
	Logging in to the RiskBand ARIES Manager	41
	Closing the RiskBand ARIES Manager	43
	Changing your Password	43
	Generating Passwords Automatically	44
	Resetting Passwords Manually	45
	Viewing and Taking Training Modules	46
	Viewing Training Courses	46
	Taking Training Courses	47
	Viewing a History of Action Messages	48
	Viewing Closed Emergencies	49
Appendix A	Safety	51
	Handling	51
	Wearing the Device on a Lanyard	51
	Using the Buttons	51
	Exposure to Dust and Liquid	51
	Cleaning and Care	51
	Repairing	51
	Charging	52
	Replacing the Battery	52
	Radio Frequency Interference	52
	Medical Device Interference	52
Appendix B	Regulatory and Compliance Notices	53
	FCC Verification Statement	53
	Certification	53
	Declaration of Conformity	53
	Disposal and Recycling	53
Appendix C	End-User License Agreement (EULA)	55
Appendix D	Terms of Use for RiskBand ARIES Platform	73
Appendix E	Privacy Policy	79
	Contacting RiskBand	80

Preface

RiskBand periodically releases revisions of its software and hardware. Some functions described in this document might not be supported by all versions of the software or hardware.

Contact RiskBand customer support if a product does not function properly or does not function as described in this document: www.riskband.com/support.

1

Quick Start

This chapter describes important functions of the RiskBand device:

- [Accepting the End-User License Agreement on page 8](#)
- [Sending an Emergency on page 9](#)
- [Receiving Messages on page 10](#)

Additional functionality of the device is described in the chapter [Using the RiskBand Device on page 23](#).

About the RiskBand Device

The key operational and display components of the RiskBand device are:

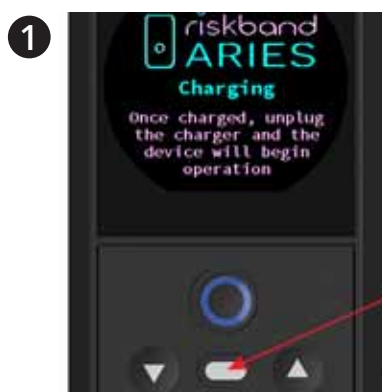


Accepting the End-User License Agreement

Before using the RiskBand device you must accept the End-User License Agreement (EULA). The device displays a link to the location of a PDF version of the EULA. You can enter this URL in your browser and read the EULA on your computer, or you can view the EULA that is reproduced in the appendices at the back of this guide. The EULA consists of

- [Appendix C, End-User License Agreement \(EULA\), on page 55](#)
- [Appendix D, Terms of Use for RiskBand ARIES Platform, on page 73](#)
- [Appendix E, Privacy Policy, on page 79](#)

To accept the EULA on the device:



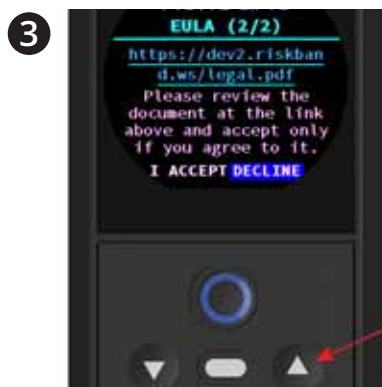
Press and hold the Menu button to clear the charging screen.

At the Charging screen, press and hold the Menu button.



After verifying your username is displayed, press the Menu button to go to the next screen.

Look for your name on the first EULA screen, and then press the Menu button.



Note the URL for the legal agreement. After reading the legal agreement, press the Up button to highlight I ACCEPT.

On the second EULA screen, the URL of the EULA PDF file is displayed. You can go to that URL in your browser and read the EULA, or you can read the EULA in the appendices of this document.



With I ACCEPT selected, press the Menu button to accept the EULA.

Press the Up button to highlight I accept, and then press the Menu button.

Sending an Emergency

When you receive your RiskBand device, it should already be registered and synchronized with the RiskBand servers. You can determine if this is the case by looking to see if your user name is displayed on the device screen. If you see your user name displayed on the screen, it has been configured successfully for your use.



Caution: Do not use a RiskBand device unless you see your user name on the screen. If your user name does not appear on the screen, the RiskBand device may not be able to successfully send an emergency.

To send an emergency, press and hold the Emergency button for 2 seconds.



Press and hold
the Emergency
button for 2
seconds.

When the RiskBand servers receive your emergency, your device will vibrate. Following that, at regular intervals throughout the duration of the emergency, the device will vibrate to let you know the emergency continues to be monitored.

If the security personnel responding to your emergency can establish a voice connection to your device, you will feel a rapid vibration pattern. Be aware, however, that after a voice connection is established, the security personnel may choose to just listen with their communication devices on mute.

To experience the vibration patterns that accompany the sending and receipt of emergencies, you can simulate an emergency in Demo Mode. For instructions on how to do this, see [Simulating an Emergency in Demo Mode on page 13](#).

Receiving Messages

The security personnel in your organization can send messages to the RiskBand device. These messages can be Emergency Action Messages (EAMs) or informational Action Messages (AMs). When either type of message is received by the RiskBand device, the device vibrates to alert you that you have a message. The device will also beep if the message is an Emergency Action Message.



Note: After Emergency Action Messages are received, the device will vibrate and beep every 15 seconds until the message is read.



To read an Emergency Action Message or an Action Message, press the Menu button.



Press the Menu button to display messages.

To acknowledge a message, clear it, or read the next message on your device, press the Menu button. After all the messages are displayed, the device returns to the main screen.



Note: After a message is cleared, it cannot be displayed again on the device.



Press the Menu button to clear messages after you have read them.

2

Simulating an Emergency in Demo Mode

The RiskBand device is programmed with a Demo Mode simulation that allows you to experience how the device handles an emergency first hand. We strongly recommend that you go through the Demo Mode simulation in order to learn how the device will vibrate and operate during an emergency.



Note: Some organizations may restrict devices from entering Demo Mode.

Putting the Device in Demo Mode

1



Press the Menu button to display the menu.

To display the device menu, press the Menu button.

2



Press the Up button repeatedly to highlight **Turn on DEMO Mode**.

Press the Up button until **Turn on DEMO Mode** is highlighted.

3



Press the Menu button to select **Turn on DEMO Mode**.

With **Turn on DEMO Mode** highlighted, press the Menu button.

4



Press the Up button to select **YES**.

Press the Up button to select Yes.

5



Press the Menu button to enter Demo Mode.

With **Yes** highlighted, press the Menu button to enter Demo Mode.

6



The device vibrates and enters Demo Mode. The word DEMO appears on the screen. The color of the word DEMO alternates between red and yellow.

Triggering an Emergency in Demo Mode

1



Press and hold the Emergency button for 2 seconds to simulate an emergency in Demo Mode.

With the device in Demo Mode, trigger an emergency by pressing the Emergency button for 2 seconds.

2



The ring indicates the emergency has been sent but has not yet been acknowledged.

A ring appears on the screen to let you know the emergency has been sent. The red GPS icon indicates that GPS coordinates have not yet been established for this emergency.



The device then simulates acknowledgment by the RiskBand servers of your emergency by vibrating briefly. The red handset icon indicates the voice connection has not yet been made.



The ring changes to a doughnut, indicating that the emergency has been registered.



The ring is completely filled, indicating that the emergency is fully engaged.

When the emergency is fully engaged—it is registered, the GPS coordinates are established, and the voice connection has been made—a blue circle appears on the screen and the device gives a short, rapid vibration.



You can simulate closing an emergency demo by pressing and holding the Menu button for 3 seconds. The device vibrates when the assigned screen displays. However, every 15 minutes the device will beep twice and vibrate to remind you the device is still in Demo Mode.



The blue cloud icon indicates that there are still photos on the device that need to be uploaded.

After an emergency has been closed, if there are photos on the device that need to be uploaded to the RiskBand servers the blue cloud icon appears.



The red cloud icon indicates that there are still photos on the device that need to be uploaded, but the battery level is too low to upload photos.

If the battery level is low, the device will suspend uploading photos from a closed emergency and display the red cloud icon. It will continue uploading photos after the battery is charged.

Taking the Device Out of Demo Mode



To display the device menu, press the Menu button.



Press the Up button until **Turn off DEMO Mode** is highlighted.



With **Turn off DEMO Mode** highlighted, press the Menu button.



Press the Up button to select Yes.



With **Yes** highlighted, press the Menu button to exit Demo Mode.



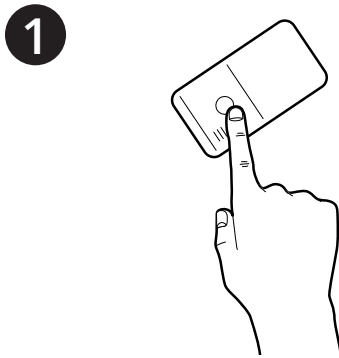
The device exits Demo Mode, and the assigned screen displays.



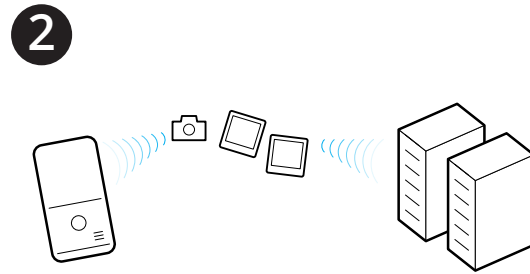
Behind the Scenes with RiskBand

The RiskBand device is designed to not draw attention to itself in an emergency. However, even though the device may not seem to be doing anything, there is a lot happening in the background when you initiate a RiskBand emergency.

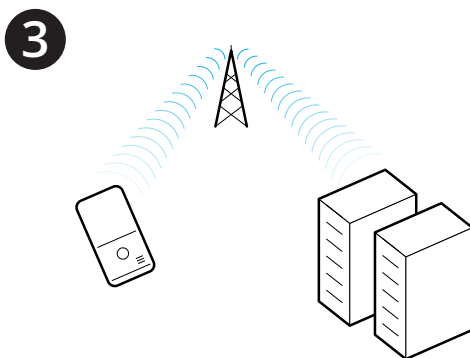
The RiskBand system is very customizable, and not every organization will utilize every feature. The actual response to an emergency will vary according to the policies and procedures of your organization, but as a general rule, here's what happens.



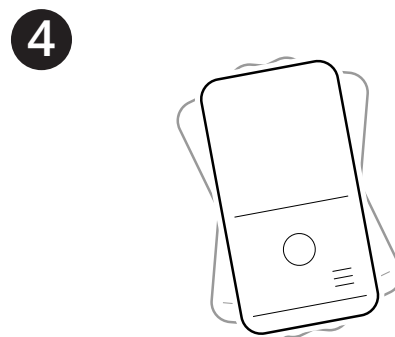
1
You generate an emergency using your RiskBand device.



2
The RiskBand device begins to take photographs and uploads them to the RiskBand servers and to your security personnel. Additionally, your GPS location is immediately updated.

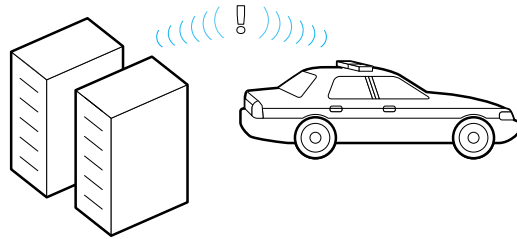


3
The RiskBand servers receive the alert and immediately attempt to send your device an acknowledgment.



4
The long vibration pattern on your device that comes shortly after you have sent an emergency tells you that the emergency has been received.

5



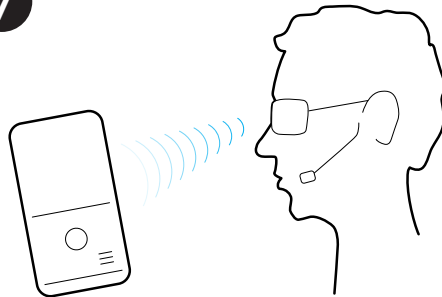
The RiskBand servers send an alert to the security personnel for your organization.

6



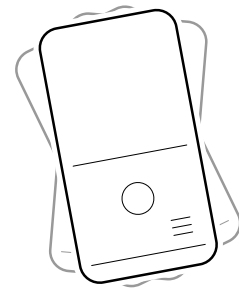
Information about you and your situation is displayed on their screens.

7

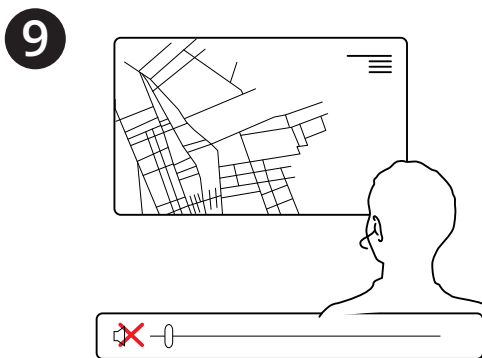


The device will place a call to the security personnel in order to establish two-way voice communication with your RiskBand device.

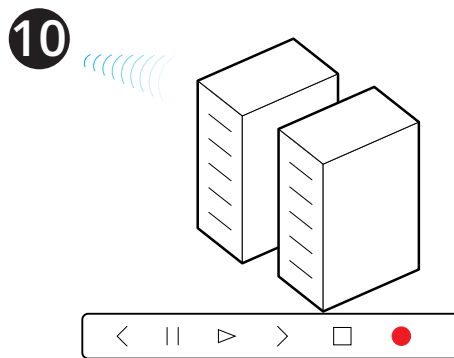
8



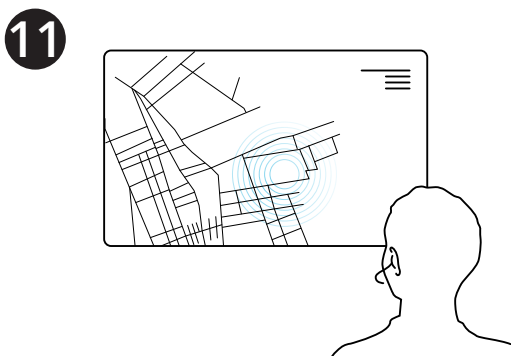
If the voice connection is successful, the device will again give a long vibration.



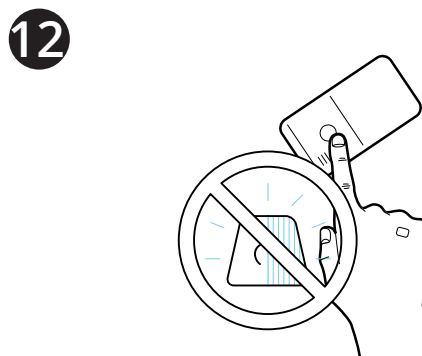
Even though voice communication has been established, security personnel may just “listen on mute” in order to learn more about your current situation.



All the audio from this voice connection is recorded.



If your organization has enabled GPS on your device, a map showing your exact location is displayed on the screens of the security personnel.



If your organization allows self-cancellation, there is a short period of time where you can cancel an emergency by pressing and holding the Menu button. After that only your security personnel can cancel the emergency.

4 Using the RiskBand Device

This chapter describes actions that can be performed with the RiskBand device:

- Triggering and Canceling Emergencies on page 23
- Reading and Clearing Messages on page 24
- Accessing the RiskBand Device Menu on page 24
 - Device Menu: About Airplane Mode on page 25
 - Device Menu: Turning Demo Mode On and Off on page 26
 - Device Menu: About Diagnostics on page 27
 - Synchronizing with the RiskBand ARIES Manager on page 27
 - Displaying Device Information on page 28
- Resetting the RiskBand Device on page 28



Note: Most menu selections require you to confirm your selection.

Triggering and Canceling Emergencies



To trigger an emergency, press and hold the Emergency button for 2 seconds.



To cancel an emergency, press and hold the Menu button for 5 seconds.

To activate an emergency, press and hold the Emergency button for 2 seconds. For additional details on what happens during an emergency, see [Sending an Emergency on page 9](#)

Depending on your organization's policies, you may have a brief period of time to self-cancel an accidentally triggered emergency from your device.



Note: The ability to self-cancel an emergency is managed by your organization's policies. With some policies, you are not allowed under any circumstances to self-cancel an emergency. With other policies, you may be allowed to cancel an emergency within 20 seconds or 60 seconds of triggering it. Or you may be allowed to cancel up to the point when the emergency is registered with the RiskBand servers.

Reading and Clearing Messages

For additional information on displaying and clearing messages, see [Receiving Messages](#) on page 10.



Press the Menu button to display messages.

To read a message that has been sent to the RiskBand device, press the Menu button.



Press the Menu button to clear messages after you have read them.

After you have read a message, pressing the Menu button will clear the message and then display the next message. Or if there are no other messages, the device will display the assigned screen.

Accessing the RiskBand Device Menu

To access the options on the RiskBand device menu, press the Menu button.



Press the Menu button to display the menu.

To access the options on the RiskBand device menu, press the Menu button.



Press the Down button to select items lower in the list.

Press the Up button to select items higher in the list.

When the option you want is selected, press the Menu button.

Device Menu: About Airplane Mode

Airplane Mode on the RiskBand device is similar to Airplane Mode on mobile phones. It temporarily deactivates the connection to the cellular network. While the RiskBand device is in Airplane Mode, the device will not receive any messages and your security personnel will not be able to trigger an emergency remotely. However, while the device is in Airplane Mode, you can trigger an emergency by pressing and holding the Emergency button for 2 seconds.



Note: When triggering an emergency when the device is in airplane mode, there can be a delay of up to 90 seconds for the device to reconnect to the network and register an emergency with the RiskBand ARIES Manager. This delay can be even longer if there is no network or data connectivity in your location.

Putting the Device in Airplane Mode



Press the
Menu button
to enter
Airplane Mode.



With the RiskBand device menu displayed and with the **Turn on Airplane Mode** option selected, press the Menu button to enter Airplane Mode.

While the device is in Airplane Mode, the airplane icon appears on the screen.

Taking the Device out of Airplane Mode



Press the Menu button to exit Airplane Mode.



With the RiskBand device menu displaying and with the **Turn off Airplane Mode** option selected, press the Menu button to turn off Airplane Mode.

The device exits Airplane Mode, and the airplane icon is removed from the screen. The assigned screen appears.

Device Menu: Turning Demo Mode On and Off

For additional information on Demo Mode, see [Simulating an Emergency in Demo Mode on page 13](#).



Press the Menu button to select **Turn on DEMO Mode**.

With the RiskBand device menu displaying, and with the **Turn on DEMO Mode** option selected, press the Menu button to enter Demo Mode.



Press the Menu button to select **Turn off DEMO Mode**.

With the RiskBand device menu displaying, and with the **Turn off DEMO Mode** option selected, press the Menu button to turn off Demo Mode. The device will return to the main screen.

Device Menu: About Diagnostics

To support troubleshooting issues that may arise with using the RiskBand device, the device menu provides access to the following diagnostic tools and screens:

- Synchronize with Server
- About this Device



Press the Menu button to display diagnostic tools and screens.



With the RiskBand device menu displayed, and with the **Diagnostics** option selected, press the Menu button to display the diagnostic tools and screens.

Select a diagnostic option and press the Menu button.

Synchronizing with the RiskBand ARIES Manager

The RiskBand device automatically syncs with the RiskBand server. However, if instructed to do so by RiskBand customer support, you can force your device to synchronize with the servers.



Press the Menu button to synchronize the device with the server.



Any pending messages or emergencies on the server will be sent to your device, and your GPS coordinates will be updated.

With the RiskBand device menu displayed, and with the **Synchronize with Server** option selected, press the Menu button to synchronize your device with the RiskBand servers.

The device initiates a “call home” operation and displays the Synchronizing screen. After the synchronization request is sent to the RiskBand ARIES Manager, the device displays the assigned screen.

Displaying Device Information

In some cases, customer support or security personnel may need detailed information about your device like the serial number or SIM card number. This information can be displayed by selecting the **About this Device** option from the device menu.



With the RiskBand device menu displayed, and with the **About this Device** option selected, press the Menu button to display information about the device.

This is an example of the device information that is displayed. From this screen, press the Menu button to return to the main assigned screen.

Resetting the RiskBand Device

There may be times when the device seems unresponsive or may not seem to be functioning correctly. If instructed to do so by RiskBand customer support, you can reset the device to see if it will function as expected.



Warning: Resetting a device while it is connected to a charger will result in inaccurate battery charge estimates. Always remove the device from the charger before resetting the device.



Warning: Do not reset the device if the charging screen is displayed. This will result in the device being unable to accurately report remaining battery life. Should the device be rebooted while the Charging screen is displayed, or if you suspect that the reported battery life is incorrect, connect the device to the charger and wait for the green charging LED to display.



Press and hold the Up and Down buttons for 7 seconds to reset the device.



To reset the device, press and hold the Up and Down buttons for 7 seconds.

When the device restarts it displays the Charging screen.

After clearing the Charging screen, if you do not see your user name displayed on the screen, contact your security personnel immediately.



Caution: It can take 1-2 minutes for the device to fully reset. Do not use a RiskBand device unless you see your user name on the screen. If your name does not appear on the screen, the RiskBand device may not be able to successfully send an emergency.

5

Charging the RiskBand Device



Warning: Use only the charger and cable, or multi-charger and cable, that are supplied with the RiskBand device. Using an unapproved charger and cable will void the RiskBand warranty.

Use the charger and cable that are supplied with the RiskBand device for charging the device's battery. Leave the device connected to the charger until the charging LED turns green. Charging times for the device can vary, but generally the device can be fully charged in 5-6 hours.



Note: Only remove the device from the charger if the LED displays green. Removing the device from the charger before the green LED indicates it is fully charged, or removing the device from the charger when the LED is off, will result in the device being unable to accurately report remaining battery life.

While the device is physically connected to the charger, the LED charging light will be displayed (see [Figure 1](#)). If the device is charging, the LED will be red, and if the device is fully charged it will be green. In cases where the device senses it might be overheating, it may stop charging and turn the charging LED off. However, after the temperature drops to a safe level, charging will restart and the LED will display again.

If the device is charging, the charging icon will appear on the LCD. After the device stops charging, the icon disappears (even if the charging cable is still connected).

If the device has a low battery, connect the charging cable to the device.



Warning: Receipt of Action Messages and triggering emergencies will not work reliably while the device is charging.

Figure 1: Device charging light with cable connected



6

More about the RiskBand Device

This chapter provides additional information about your RiskBand device:

- [About the RiskBand Display on page 33](#)
- [About RiskBand Device Buttons on page 36](#)

About the RiskBand Display

There are three general kinds of information or icons displayed on the RiskBand screen:

- [General Device Information](#)
- [Emergency Indicators](#)
- [Device State Icons](#)

General Device Information

On the main screen, the RiskBand device displays the following information:

- [Time](#) — the current time. The time is set through the cellular connection.
- [Date](#) — the current date.
- [Your User Name](#) — this indicates that information about you has been registered with the RiskBand servers.
- [Device Name](#) — this is the name of the device. It is the device prefix of the organization, division, or group combined with a number.



Emergency Indicators





Your RiskBand device is configured to respond to emergencies in one of the following modes:

- **Stealth Mode** — there is no visual indication on the screen that an emergency is in progress. A series of vibrations on the device will signal you that the emergency has been initiated and a response has started.
- **Discreet Mode** — the following emergency indicators are displayed to signal the state of the response:
 - **Ring** — the emergency has been initiated. The RiskBand servers have not yet acknowledged the emergency.
 - **Doughnut** — the RiskBand servers have registered the emergency, but the voice connection has not yet been established. If the red GPS indicator also appears, it means that the device has not established GPS coordinates since the emergency was initiated.
 - **Blue Dot** — the RiskBand servers have registered the emergency, and the GPS coordinates have been established. If voice connections are allowed by your organization's policy, the voice connection has also been established.



Device State Icons

In addition, there are several icons that may appear on the screen:

-  **Cellular Connection Indicator** — indicates the signal strength of the device's cellular connection.
-  **GPS Signal Indicator** — indicates that your GPS coordinates cannot be established.
-  **Battery Indicator** — indicates the percentage of battery life remaining.
-  **Charging Indicator** — indicates the device is connected to power and is charging.



More about the Battery Life Indicator

The battery displays an estimate of the percentage of battery life remaining.

More about the GPS Signal Indicator

The GPS signal indicator might be better described as the “no GPS signal indicator.” It only appears when your GPS coordinates cannot be established. If your organization does not use GPS, or if your device is successfully acquiring GPS coordinates, the GPS icon will not appear.

The device may be unable to successfully send GPS coordinates for a number of reasons. However, as a general rule, the no GPS signal indicator lets you know either:

- that the device is at least two minutes late acquiring GPS coordinates as specified by the power management policy, or;
- the device has not yet acquired one set of GPS coordinates since an emergency was triggered.

About RiskBand Device Buttons

The following buttons are available on the RiskBand device:

- Emergency
- Menu
- Up
- Down



The following actions can be initiated using the buttons:

- **Emergency** — pressing the Emergency button for 2 seconds
- **Cancel Emergency** — if your organization's policies allow it, pressing the Menu button for 3 seconds cancels an emergency. (The device menu is unavailable during an emergency.)
- **Display Menu** — pressing the Menu button. (The device menu is unavailable during an emergency.)
- **Device Reset** — pressing the Up and Down buttons simultaneously for 7 seconds.

Any button when pressed—except for the Emergency button—turns on the backlight on the LCD for 7 seconds.

7

Accessing the RiskBand ARIES Manager



Note: Even if you have been assigned a RiskBand device, you may not need to log in to access the RiskBand ARIES Manager. The steps in this chapter only apply to users who have received RiskBand ARIES Manager log in credentials in an email or text message.

In addition to the RiskBand device, there are some features and services that are available through a RiskBand software program referred to as the RiskBand ARIES Manager client. This chapter describes how to install the RiskBand ARIES Manager client and access the features in the RiskBand ARIES Manager.

- [Installing the RiskBand ARIES Manager Client on page 37](#)
- [Logging in to the RiskBand ARIES Manager on page 41](#)
- [Closing the RiskBand ARIES Manager on page 43](#)
- [Changing your Password on page 43](#)
- [Viewing and Taking Training Modules on page 46](#)
- [Viewing a History of Action Messages on page 48](#)
- [Viewing Closed Emergencies on page 49](#)

Installing the RiskBand ARIES Manager Client

To access the RiskBand web services, you need to install the RiskBand ARIES Manager client. Download the installer that matches the operating system of the computer you will be using. The following installers are available for download from <https://riskband.com/downloads>.

- RiskBand-installer-mac.zip
- RiskBand-installer-unix.zip
- RiskBand-installer-win-x64.msi (for 64-bit Windows operating system)
- RiskBand-installer-win-x86.msi (for 32-bit Windows operating system)

Installing the RiskBand ARIES Manager on Windows

To install the RiskBand ARIES Manager on the Windows operating system:

1. Download the RiskBand-installer-win-x••.msi file that is appropriate for the operating system on your computer.
2. Double-click **RiskBand-installer-win-x••.msi**
3. On the Welcome screen click **Next**.

4. To install to the default location, click **Next**.

To install in a different location, click **Browse** and then navigate to the installation folder you prefer, or create a new installation folder. After you are finished, click **OK**. Then click **Next**.

5. Click **Install**.

6. If asked if you want to allow the installation program to modify your device, click **Yes**.

The RiskBand ARIES Manager client is installed on your computer.

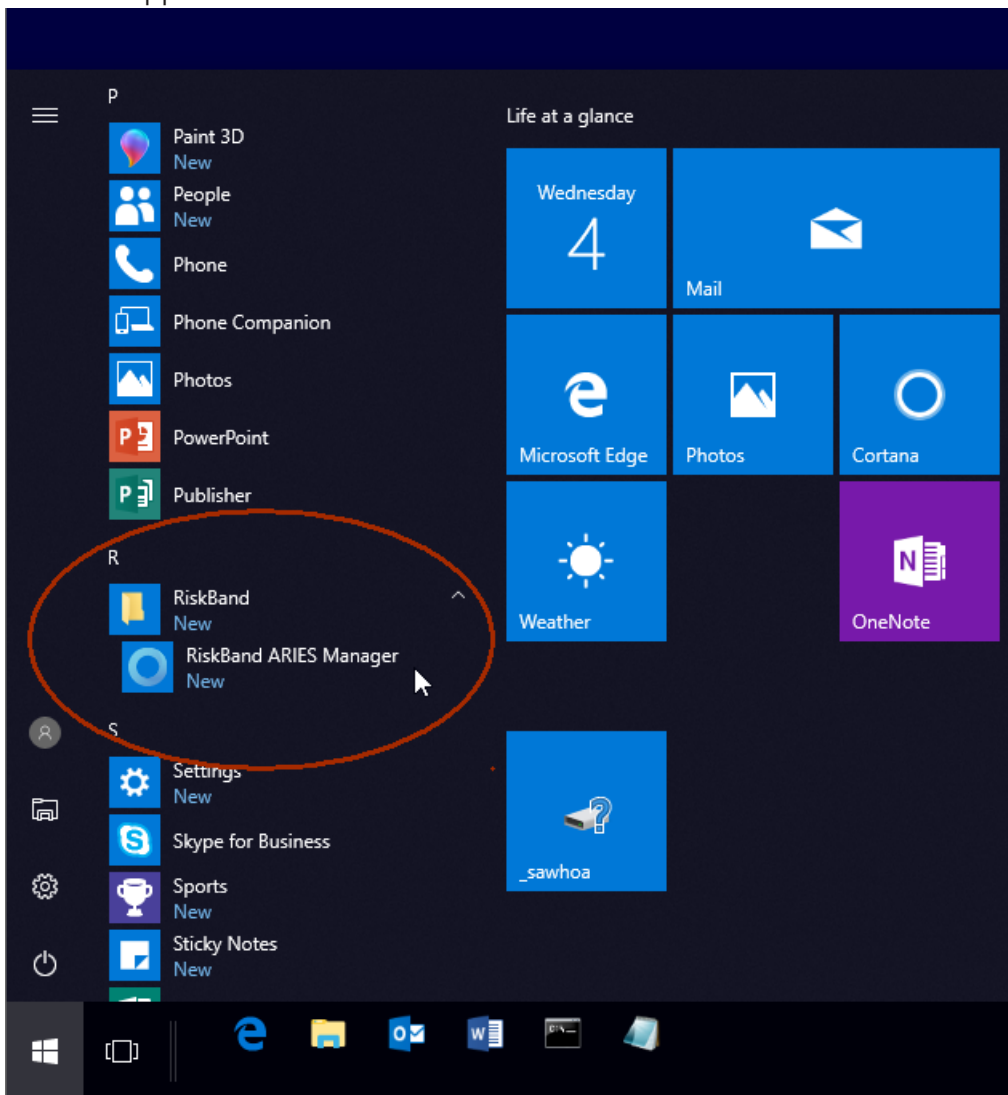
7. After the installation completes, click **Finish**.

The RiskBand ARIES Manager is now installed and ready for use.

Launching the RiskBand ARIES Manager in Windows

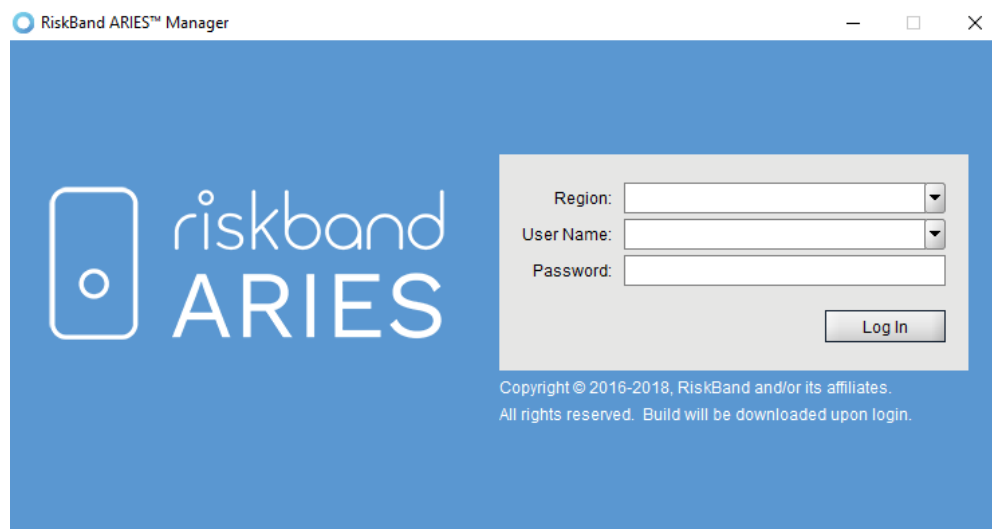
To log in to the RiskBand ARIES Manager:

1. Click **Start** on the Windows desktop.
2. In the applications list scroll down to RiskBand and click **RiskBand ARIES Manager**.



The RiskBand ARIES Manager login screen appears.

3. Using the information that was sent to you in the invitation email from your organization, log in to the RiskBand ARIES Manager.



Installing the RiskBand ARIES Manager Client on Mac OS

To install the RiskBand ARIES Manager client on Mac OS:

1. Download `RiskBand-installer-mac.zip` to a directory where you want to install the RiskBand ARIES Manager client.
2. In the directory where you downloaded the installer, double-click **RiskBand-installer-mac.zip**. Mac OS unzips the file and creates a directory called RiskBand ARIES Manager.
3. Go in to the RiskBand ARIES Manager directory.
4. Double-click **RiskBand ARIES Manager**.

The RiskBand ARIES Manager login screen appears.



Installing the RiskBand ARIES Manager Client on Linux



Note: Before installing the RiskBand ARIES Manager client on your Linux or UNIX machine, you must have Java installed on your computer. Enter `java -version` on the command line to determine if Java is installed.

To install the RiskBand ARIES Manager client on a Linux or UNIX operating system:

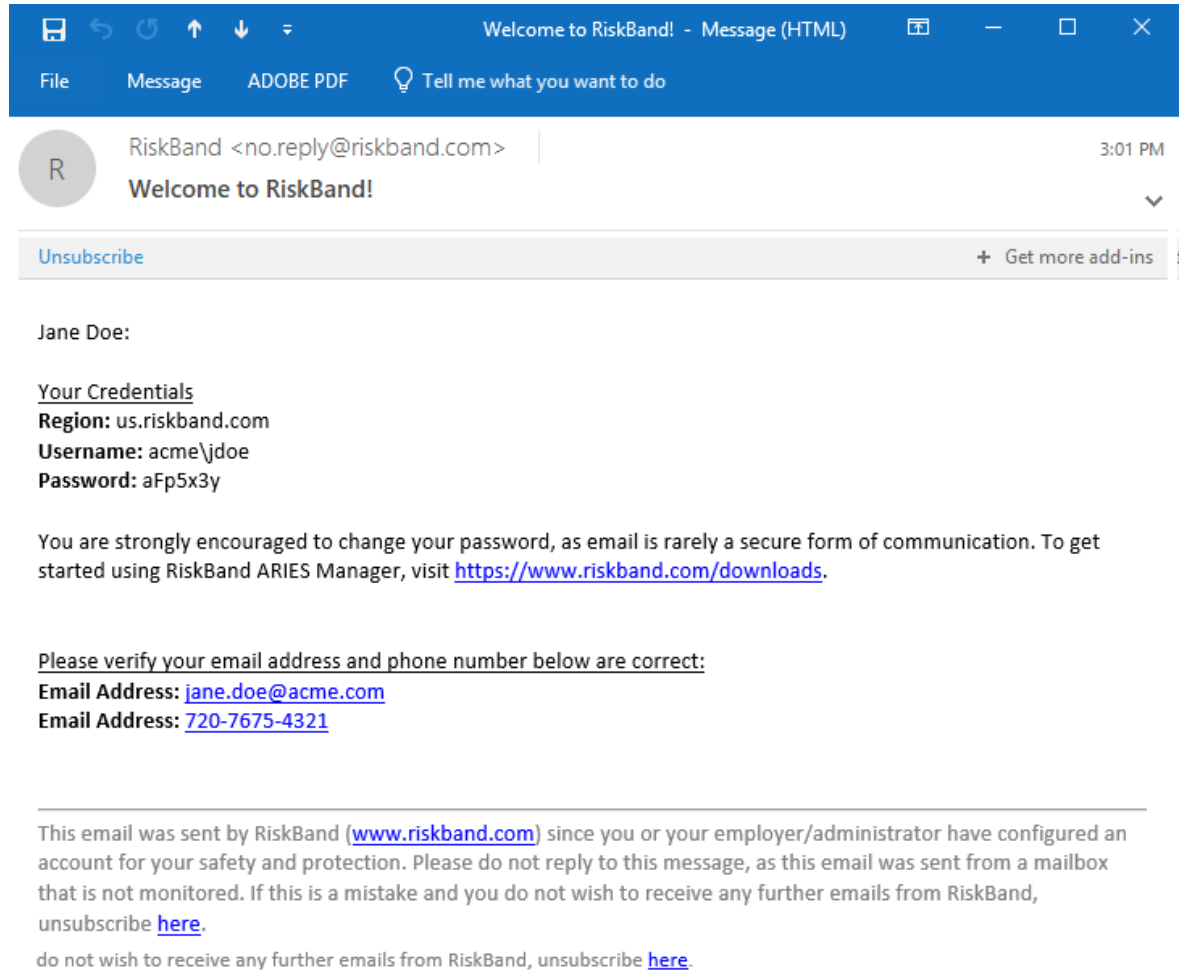
1. Download `RiskBand-installer-unix.zip` to a directory where you want to install the RiskBand ARIES Manager client.
2. In the directory where you downloaded the installer, type `unzip RiskBand-installer-unix.zip`
3. Type `chmod 755 runRiskBandGui.sh`
4. Type `./runRiskBandGui.sh`

The RiskBand ARIES Manager login screen appears.



Logging in to the RiskBand ARIES Manager

In the process of assigning you a device, a user ID was created for you in the RiskBand system. Your user ID and login credentials were emailed to you. The email may have looked something like this:



Use the information in this welcome email to log in to the RiskBand ARIES Manager.

To log in to the RiskBand ARIES Manager:

1. Open the RiskBand ARIES Manager by clicking **Start > All Programs > RiskBand > RiskBand ARIES Manager**.

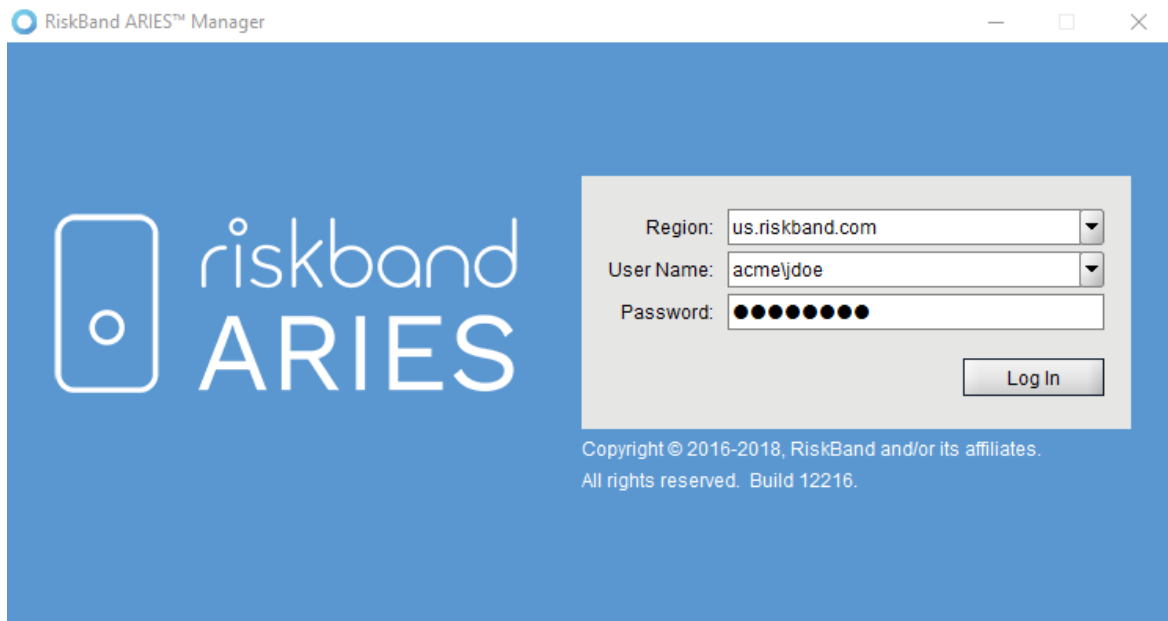
The RiskBand ARIES Manager Log In dialog box appears.

2. In the Region field, enter the Region included in your welcome email.
3. In the User Name field, enter your full user name.

Include the domain prefix with your user name. In the illustration above, the domain prefix is "acme" so you would enter **acme\jdoe** in the User Name field.

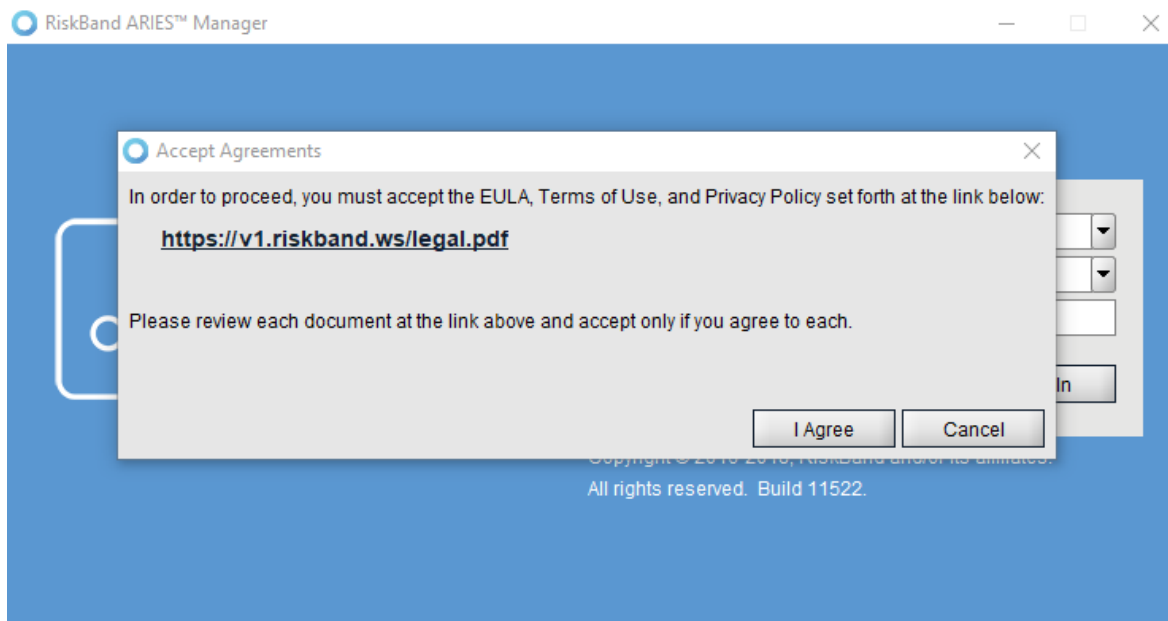
4. In the Password field, enter your password.

5. Click **Log In**.



6. If you have entered valid login credentials, the program will determine if the version of the RiskBand ARIES Manager that is being used on your computer matches the current version on the server. If it does not, then the latest version of the RiskBand ARIES Manager is downloaded to your computer. After it has been downloaded, you will need to repeat steps 4 and 5 to log in again.

The first time you log in to the RiskBand ARIES Manager the Accept Agreements dialog box appears. You will need to accept the EULA, Terms of Use, and Privacy Policy.



7. Click on the link to view the agreements.

The agreements are also reproduced as appendices at the back of this document:

- [Appendix C, End-User License Agreement \(EULA\), on page 55](#)
- [Appendix D, Terms of Use for RiskBand ARIES Platform, on page 73](#)
- [Appendix E, Privacy Policy, on page 79](#)

8. After reading the agreements, click **I Agree**.

You are logged in to the RiskBand ARIES Manager.

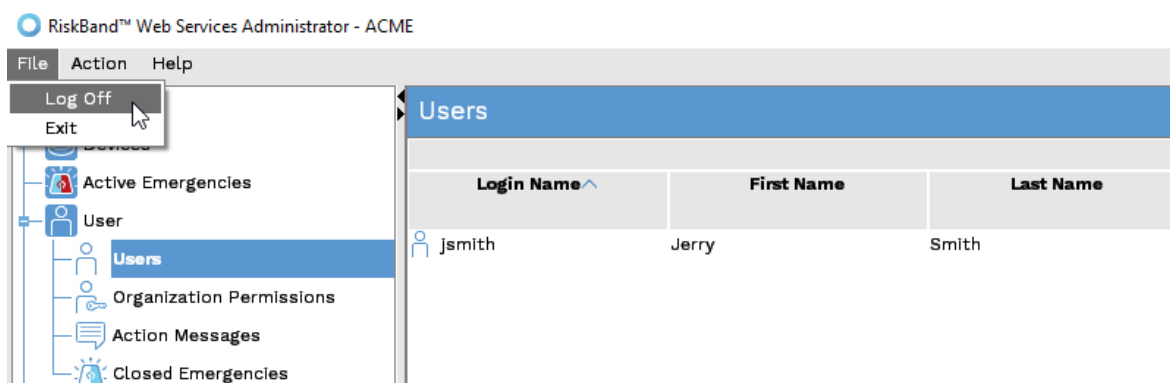


Note: After logging in, the RiskBand ARIES Manager displays any required training that you need to complete. You can click **Finish** to close the dialog box and take the training later (see [Viewing and Taking Training Modules on page 46](#)). Or, you can click a link that is displayed to take the training immediately.

Closing the RiskBand ARIES Manager

When closing the RiskBand ARIES Manager, you have two options:

- **Log Off** — This closes the session and returns you to the login screen. To log off, click **File > Log Off**.
- **Exit** — This closes the program completely, and returns you to your operating system's desktop. To exit the RiskBand ARIES Manager completely click **File > Exit**.



Changing your Password



Note: After logging in to the RiskBand ARIES Manager for the first time, RiskBand strongly recommends that you change your password.

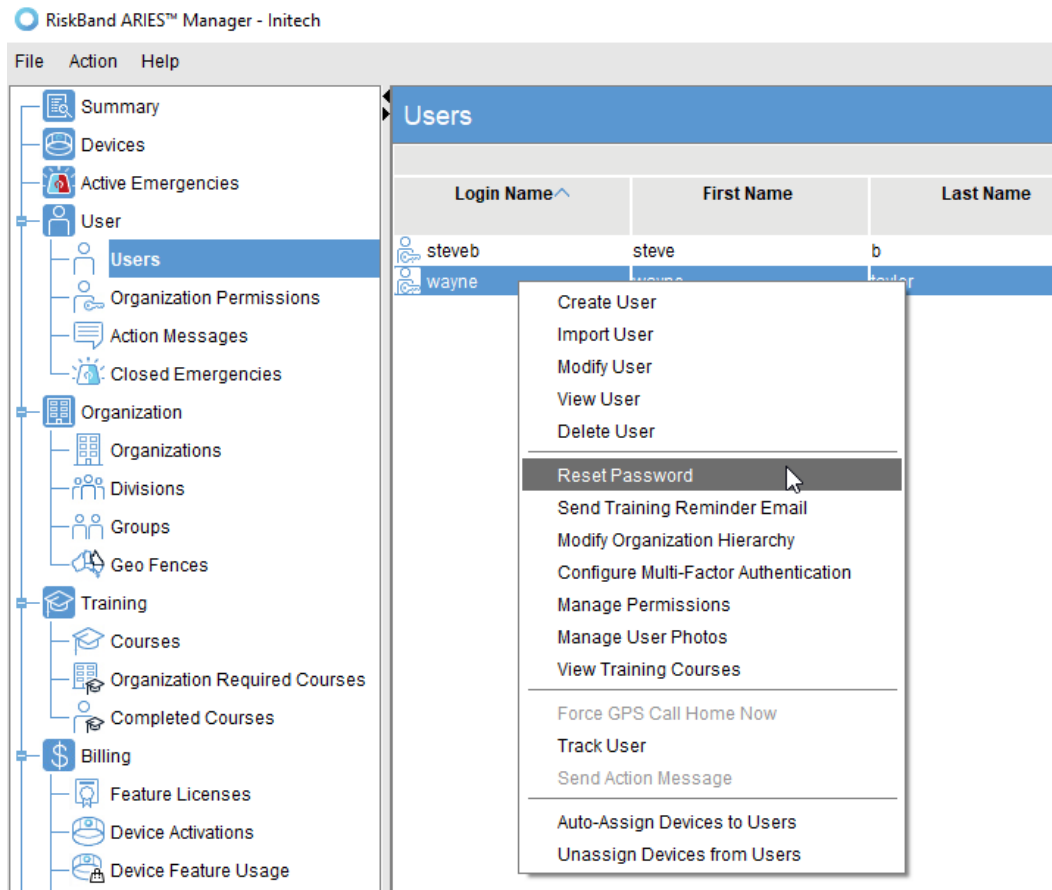
You can reset a user password in two ways:

- Automatically generate a new password and email it to a user.
- Manually reset a password (and no email is sent).

Generating Passwords Automatically

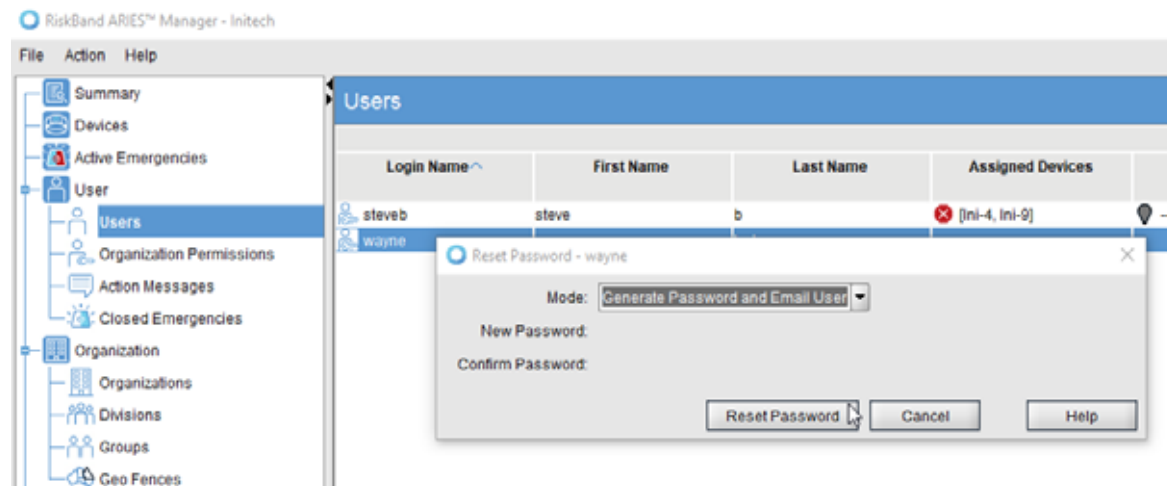
To generate a new password for a user automatically:

1. In the navigation pane, under the User section, click **Users**.
2. From the Users content pane, right-click the user whose password you want to reset and select **Reset Password**.



The Reset Password dialog box appears.

3. In the Reset Password dialog box, in the Mode field, **Generate Password and Email User** is selected by default.



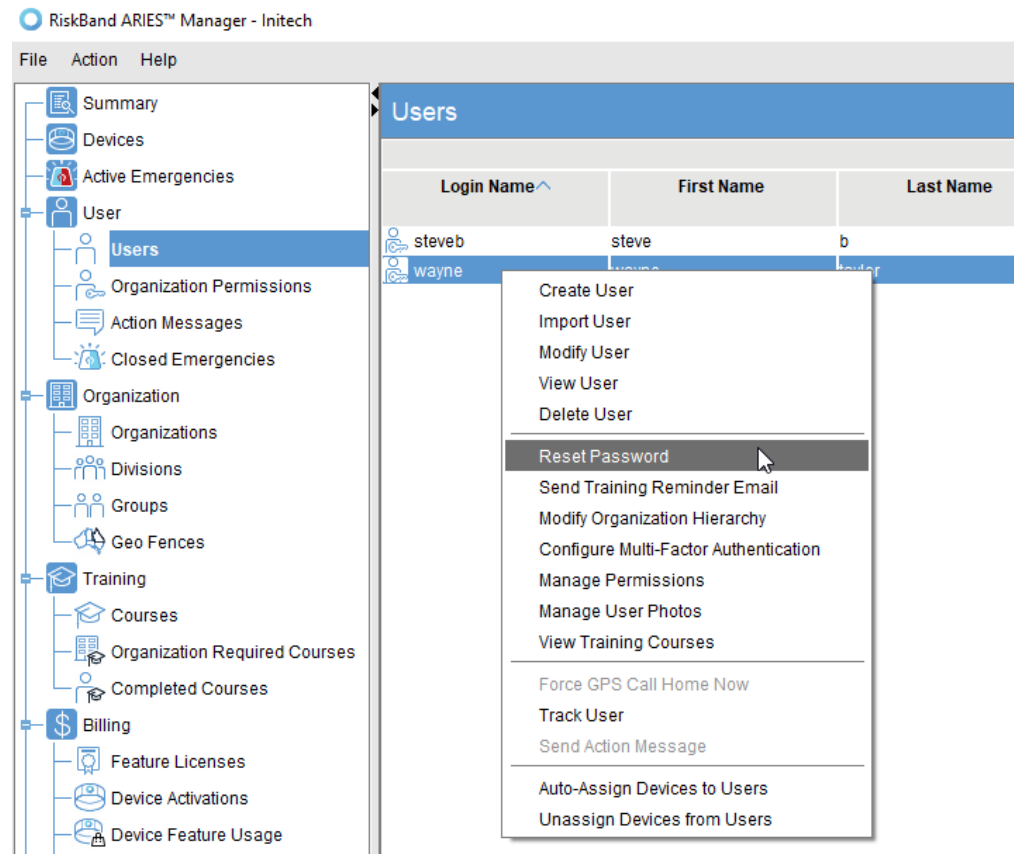
4. Click **Reset Password**.

The user's password is reset and an email containing the new password is sent to the user's email address.

Resetting Passwords Manually

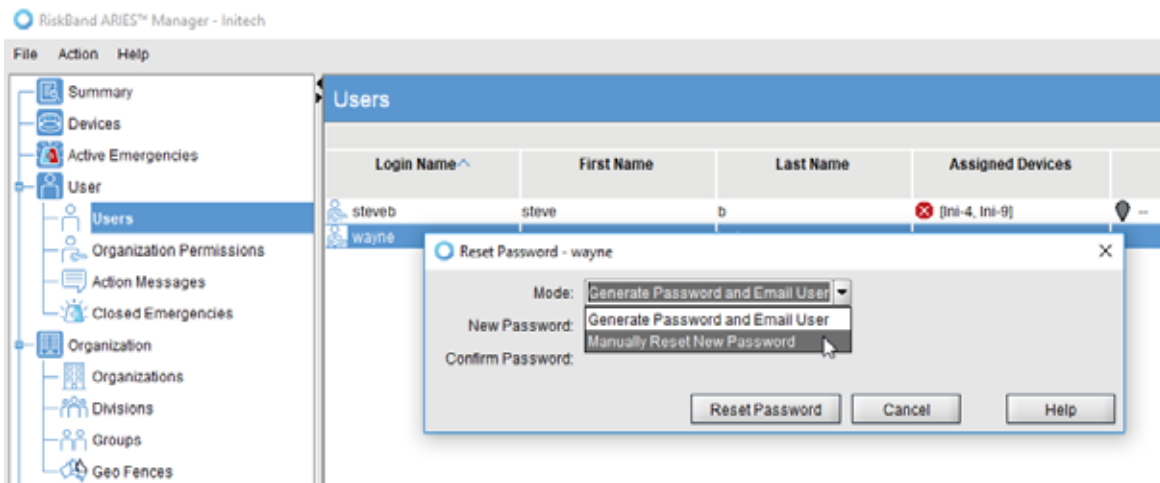
To reset a password manually:

1. In the navigation pane, under the User section, click **Users**.
2. From the Users content pane, right-click the user whose password you want to reset and select **Reset Password**.



The Reset Password dialog box appears.

3. From the Mode drop-down menu, select **Manually Reset New Password**.



4. In the New Password field, enter the new password.
5. In the Confirm Password field, enter the new password again.
6. Click **Reset Password**.

The user's password is reset.

Viewing and Taking Training Modules

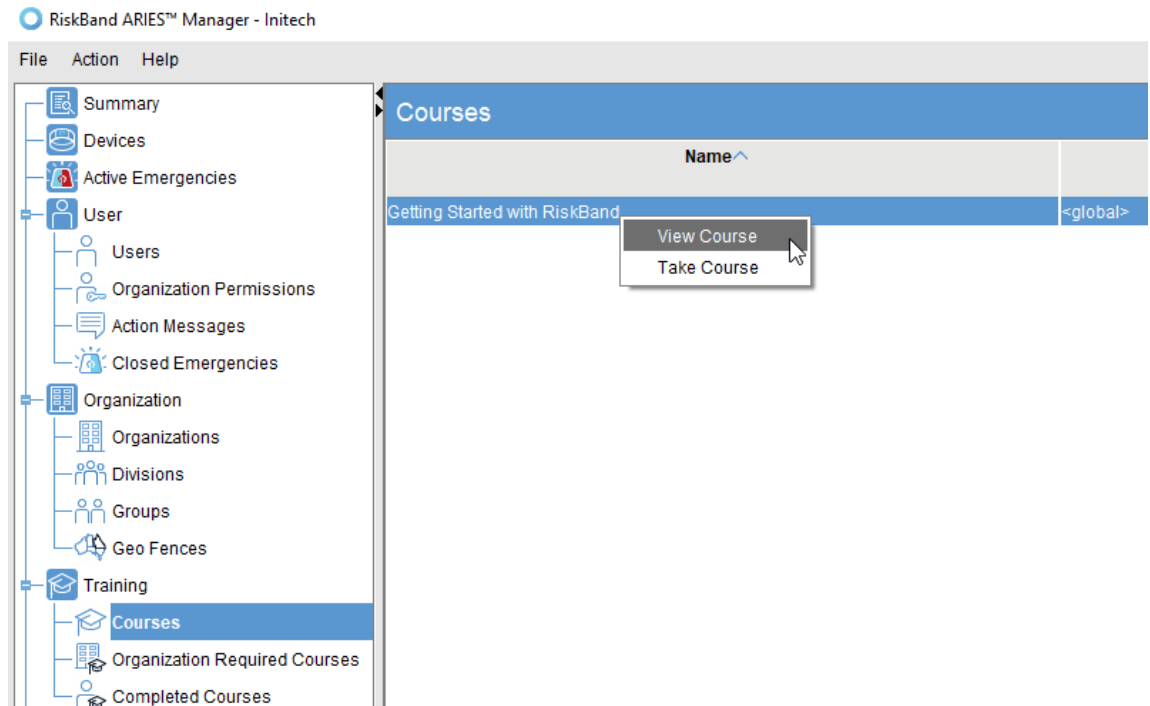
From the RiskBand ARIES Manager you can view the training modules that are available. You can also launch training modules by right-clicking on them and selecting **Take Course**.

Viewing Training Courses

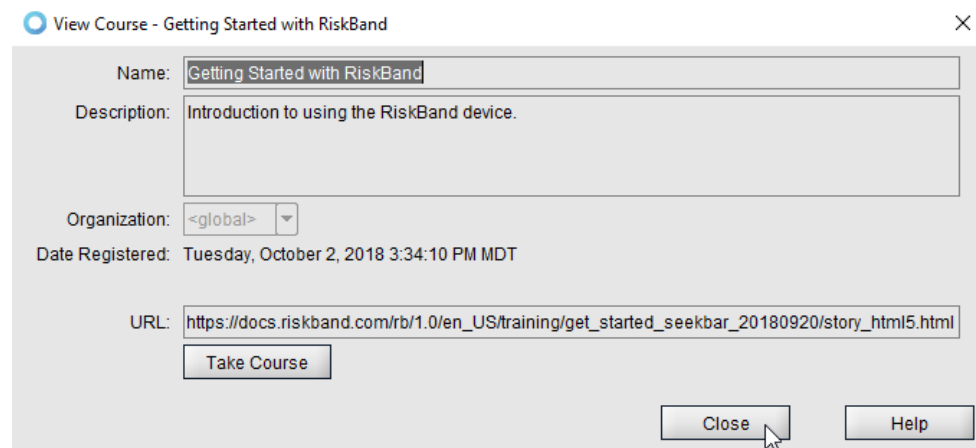
To view a training course:

1. In the navigation pane, under the Training section, click **Courses**.

2. In the Courses content pane, right-click the course you want to view and select **View Course**.



The View Course dialog box appears.



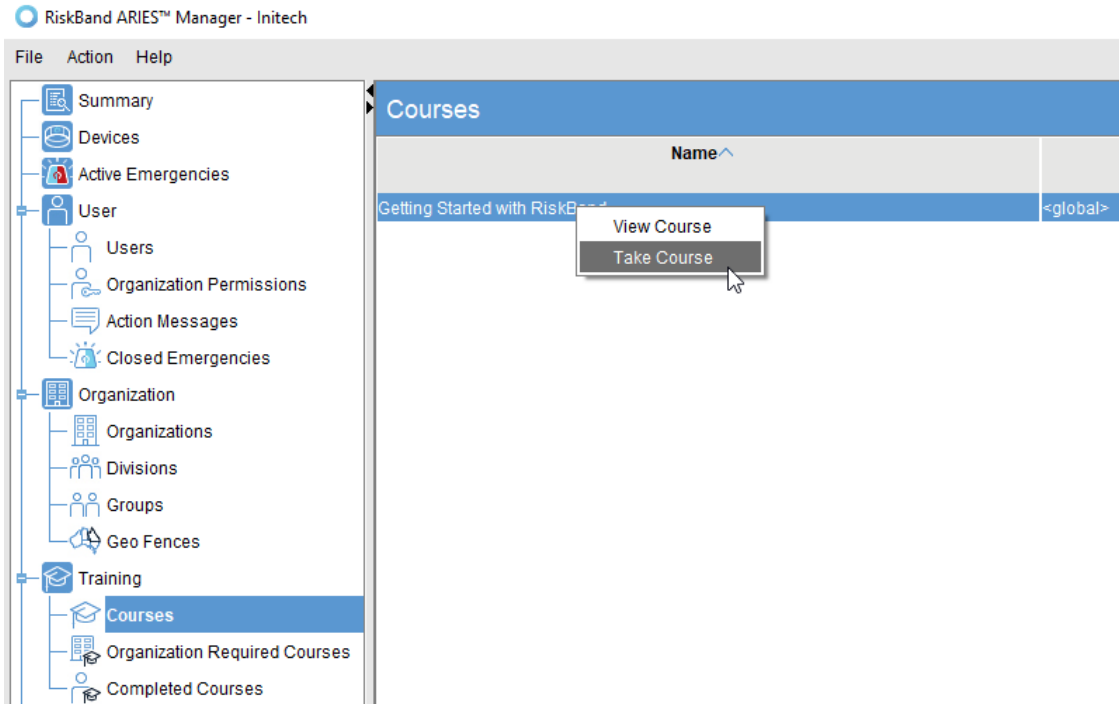
3. After you are finished viewing the information about the course, click **Close**.
The View Course dialog box closes.

Taking Training Courses

To take a training course:

1. In the navigation pane, under the Training section, click **Courses**.

2. In the Courses content pane, right-click the course you want to take and select **Take Course**.



The Take Course dialog box appears informing you that the browser has been launched to display the training course.

3. Click **Close**.

You can now go to the browser window that was launched and take the training course.

Viewing a History of Action Messages

To view the full text of an action message that has been sent:

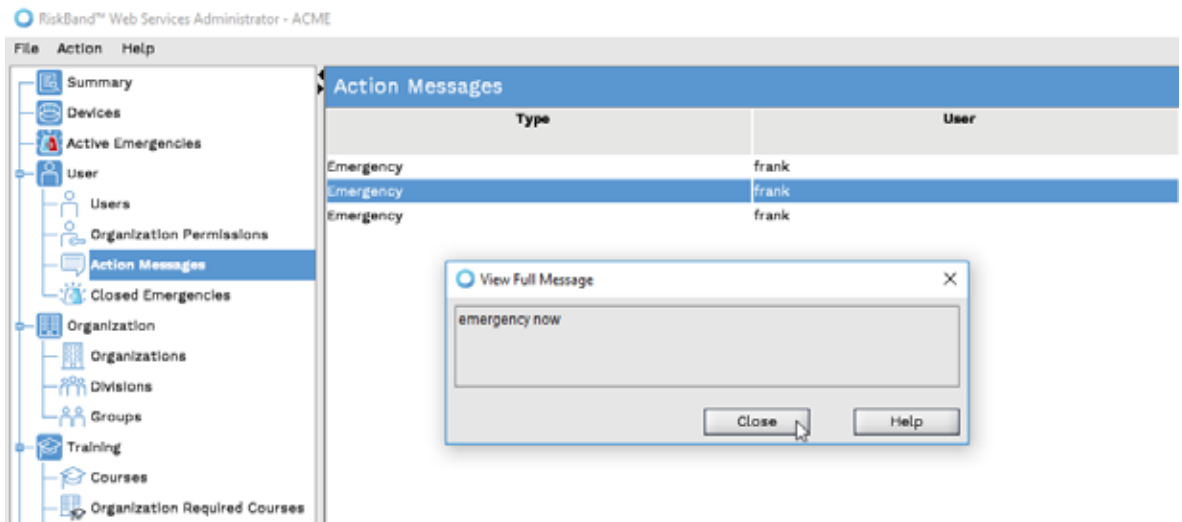
1. In the navigation pane, under the Users section, click **Action Messages**.

The Action Messages content pane appears.

2. From the Action Messages content pane, right-click the row that contains the action message you want to view and select **View Full Message**.



The View Full Message dialog appears.



3. After viewing the message, click **Close**.

The View Full Message dialog box closes.

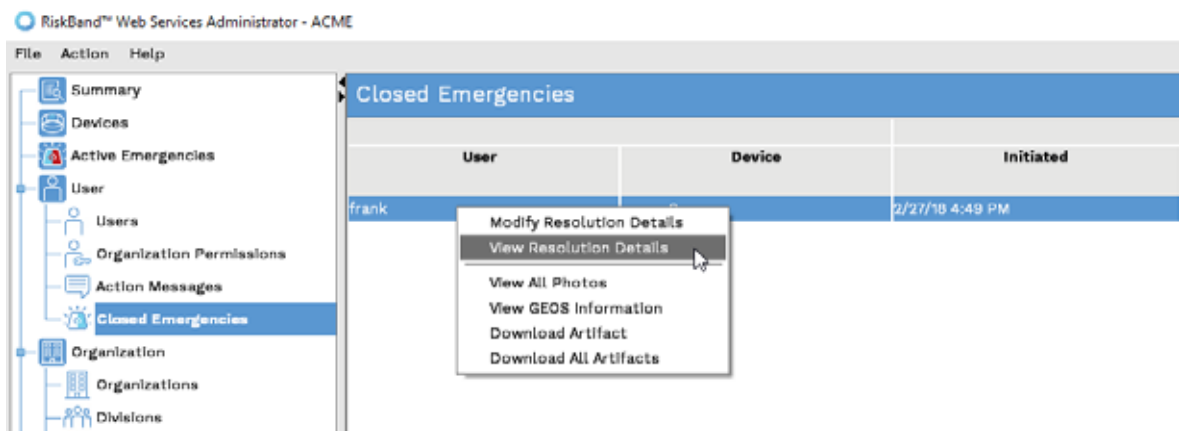
Viewing Closed Emergencies

To view the resolution details of a closed emergency:

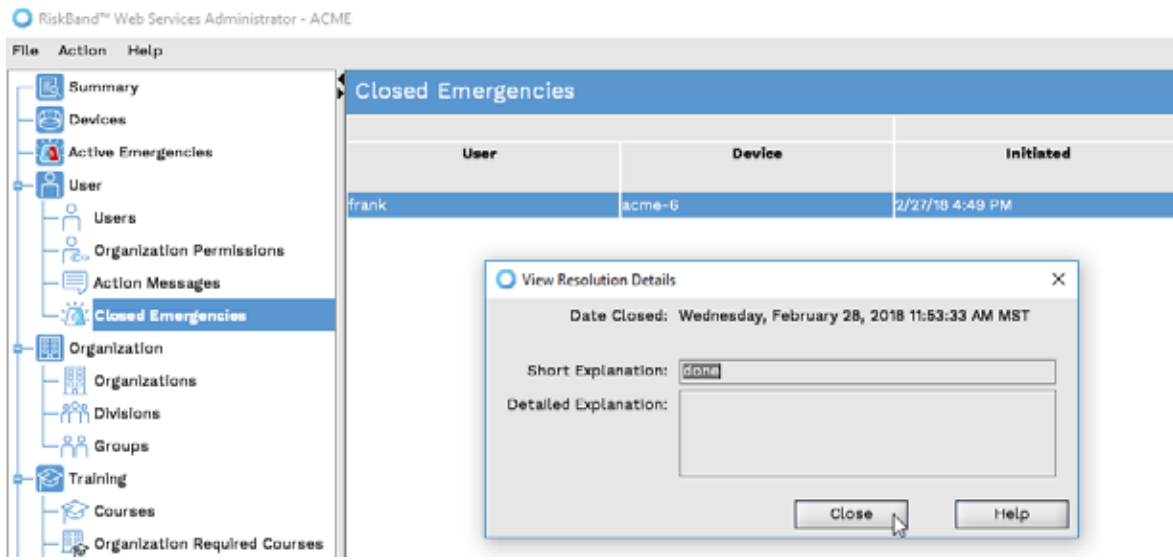
1. In the navigation pane, under the Users section, click **Closed Emergencies**.

The Closed Emergencies content pane appears.

2. From the content pane, right-click the row that contains the emergency whose resolution details you want to view and select **View Resolution Details**.



The View Resolution Details dialog box appears.



3. After viewing the resolution details, click **Close**.

The View Resolution Details dialog box closes.

A

Safety

This chapter describes safety considerations for the RiskBand.

• Handling	51
• Repairing	51
• Charging	52
• Replacing the Battery	52
• Radio Frequency Interference	52
• Medical Device Interference	52

Handling

When wearing or handling the RiskBand consider the following:

Wearing the Device on a Lanyard

If wearing or carrying the RiskBand device with a lanyard, only use breakaway safety lanyards.

Using the Buttons

Do not use excessive force when pressing the buttons on the RiskBand.

Exposure to Dust and Liquid

The RiskBand device has an ingress protection rating (IP rating) of 67, which means it is fully protected from dust and can be submerged in three feet of static water for 30 minutes. Avoid submerging the device completely in water.

Cleaning and Care

Clean the RiskBand device with a cotton cloth and distilled water if it comes in contact with substances that leave stains or obscure the LCD screen.

Repairing

Do not attempt to repair a RiskBand. Return the device to RiskBand for servicing. Information on returning a device to RiskBand can be found at www.riskband.com/support.

Charging



Warning: Use only the charger and cable, or multi-charger and cable, that are supplied with the RiskBand device. Using an unapproved charger and cable will void the RiskBand warranty.



Note: Only remove the device from the charger if the LED displays green. Removing the device from the charger before the green LED indicates it is fully charged, or removing the device from the charger when the LED is off, results in the device being unable to accurately report remaining battery life.

Leave the device connected to the charger until the charging LED turns green. Charging times for the device can vary, but generally the device can be fully charged in 5-6 hours.

Avoid charging the RiskBand under the following conditions:

- Extreme heat conditions
- Environments where flammable gases or particles may be present

Replacing the Battery

If the RiskBand stops working or develops a short battery life, do not attempt to replace the battery. Return the device to RiskBand for servicing. Information on returning a device to RiskBand can be found at www.riskband.com/support.

Radio Frequency Interference

Avoid using the RiskBand in environments where radio devices are restricted. In these situations, the RiskBand device can be temporarily placed in Airplane Mode.

Medical Device Interference

The RiskBand can emit electromagnetic fields that can interfere with medical devices. If you are using a medical device, consult with a physician before wearing or using the RiskBand.

B Regulatory and Compliance Notices

This chapter describes the regulatory and compliance information for the RiskBand device.

- [FCC Verification Statement](#) 53
- [Certification](#) 53
- [Declaration of Conformity](#) 53
- [Disposal and Recycling](#) 53

FCC Verification Statement

This device complies with Part 15 of 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.

Certification

This device complies with Part 15 of 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.

- FCC ID: 2AHZ7100602017
- Equipment Product Code: RBD10060

Declaration of Conformity

This device complies with Part 18 of FCC Rules.

Disposal and Recycling

RiskBand devices should not be disposed of in household waste. Contact customer support at www.riskband.com/support for information on returning RiskBands for disposal.



End-User License Agreement (EULA)

NOTICE: THIS END USER EULA AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT (9 U.S.C. §1, ET SEQ.), AS AMENDED FROM TIME TO TIME

Thank you for choosing to apply for the equipment and services being offered in this End User EULA Agreement (the “**EULA**”) by Risk Band LLC, a Delaware limited liability company (“**RISKBAND**”).

This EULA is an agreement between You and **RISKBAND** and its affiliates (individually and collectively, “**RISKBAND**”, “we,” and “us”). When the words “You” and “Your” appear in this EULA they refer to you, an individual, and/or to the company, entity or other form of organization (“Company”) on whose behalf you accept this EULA and by whom You have been designated as an Authorized User (as defined below) of the equipment supplied under this EULA by **RISKBAND**.

The terms and conditions of this EULA also include the Terms of Use for the RiskBand ARIES Platform (the “**ARIES Platform**”), and the terms and conditions of any other agreement between You and us related to the equipment and services provided under this EULA. Furthermore, this EULA may also be subject to the terms and conditions of any Master License and Services Agreement (“**MLSA**”) between us and the Company or any person or entity for which You are an “Authorized User” under any such **MLSA**.

The **RISKBAND** device included among the equipment being provided to You under this EULA (the “**Device**”) is licensed, not sold, to You by **RISKBAND** for use strictly in accordance with the terms and conditions of this EULA. By clicking the “accept” button or activating the Device, You are entering into and agreeing to be bound by the terms of this EULA, the Terms of Use for the **ARIES Platform**, the **RISKBAND** Privacy Policy and the **GEOS** Terms and Conditions, each as it may be amended from time to time, and each of which policy or agreement is incorporated herein by reference.

PLEASE READ THIS EULA CAREFULLY AS IT PERTAINS TO YOUR RISKBAND DEVICE AND RELATED MONITORING SERVICES. WHEN YOU ACCEPT THIS EULA, EITHER DIRECTLY OR BY YOUR AUTHORIZED REPRESENTATIVE, YOU WILL BE BOUND BY ITS TERMS AND CONDITIONS. IT APPLIES TO ALL THE EQUIPMENT AND SERVICES TO BE PROVIDED TO YOU RELATED TO YOUR RISKBAND DEVICE AND COVERS VARIOUS IMPORTANT SUBJECTS, INCLUDING OUR ABILITY TO MAKE CHANGES TO THE TERMS AND CONDITIONS OF THIS EULA, THE EXTENT OF OUR LIABILITY IF THINGS DO NOT GO AS PLANNED, AND HOW ANY DISPUTES BETWEEN US MUST BE RESOLVED IN ARBITRATION. YOU WILL ALSO FIND INFORMATION ABOUT THE EULA TERM AND WHAT HAPPENS IF YOU OR YOUR COMPANY, AS THE CASE MAY BE, DOES NOT MAKE TIMELY PAYMENT, INCLUDING THE POSSIBILITY OF EARLY TERMINATION CHARGES THAT YOU OR YOUR COMPANY MAY OWE RISKBAND.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT CLICK THE “ACCEPT” BUTTON OR ACTIVATE OR USE THE RISKBAND DEVICE.

If You, directly or by Your authorized representative (“Authorized Representative”), do accept, once the Device is activated, this EULA shall become effective and You shall be bound by all the terms and conditions of this EULA, whether or not you have read this EULA.

THIS EULA, OR ANY APPLICATION THEREFOR, IS NOT INTENDED FOR USE BY PERSONS UNDER THE AGE OF 18, AND BY ACCEPTING THIS EULA YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE THE LEGAL CAPACITY TO ACCEPT THIS EULA AND TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THIS EULA AND IN ANY RELATED AGREEMENTS, AND TO COMPLY WITH THIS EULA AND ANY SUCH RELATED AGREEMENTS. FURTHERMORE, THIS EULA AND ANY APPLICATION THEREFOR ARE NOT INTENDED FOR USE BY ANY PERSON UNDER 13 YEARS OLD. IF YOU ARE UNDER 13 YEARS OLD, YOU MAY NOT USE THIS EULA OR ANY APPLICATION THEREFOR, NOR MAY YOU PROVIDE RISKBAND WITH ANY PERSONALLY IDENTIFIABLE INFORMATION. IF YOU ARE 13 OR OLDER BUT NOT OF LEGAL AGE TO ENTER INTO A CONTRACT UNDER THE LAWS OF YOUR JURISDICTION OF RESIDENCE, YOU SHOULD REVIEW THE TERMS AND CONDITIONS OF THIS EULA WITH YOUR PARENT OR GUARDIAN TO MAKE SURE THAT YOU AND YOUR PARENT OR GUARDIAN UNDERSTAND THESE TERMS AND CONDITIONS.

IF YOU ARE ENTERING THIS EULA ON BEHALF OF A FAMILY MEMBER OR OTHER PERSON, YOU ARE NEVERTHELESS BOUND BY THE TERMS OF THIS EULA UNLESS AND UNTIL YOUR FAMILY MEMBER OR SUCH OTHER PERSON SHALL HAVE AGREED TO THE TERMS OF THIS EULA IN FORM AND SUBSTANCE SATISFACTORY TO RISKBAND AND SUCH OTHER PERSON SHALL HAVE BEEN ACCEPTED BY RISKBAND AS AN AUTHORIZED END USER, AND YOU ARE REPRESENTING TO RISKBAND THAT YOU ARE FULLY AND LAWFULLY AUTHORIZED BY SUCH FAMILY MEMBER OR OTHER PERSON TO ENTER INTO THIS EULA ON BEHALF OF SUCH FAMILY MEMBER OR OTHER PERSON, TO BIND SUCH FAMILY MEMBER OR OTHER PERSON TO THE TERMS OF THIS EULA AND OTHER RELATED AGREEMENTS, AND TO PROVIDE THE CONSENTS REQUIRED BY THIS EULA ON BEHALF OF SUCH FAMILY MEMBER OR OTHER PERSON.

IF YOU ARE ENTERING INTO THIS EULA FOR A COMPANY, BY ACCEPTING THIS EULA IN THE NAME OF AND ON BEHALF OF THAT COMPANY YOU SHALL BE DEEMED TO HAVE REPRESENTED THAT YOU ARE AUTHORIZED TO BIND THAT COMPANY TO THE TERMS AND CONDITIONS OF THIS EULA AND ANY RELATED AGREEMENTS, INCLUDING ANY MLSA APPLICABLE TO SUCH COMPANY, AND WHERE THE WORDS “YOU” AND “YOUR” APPEAR HEREIN, SUCH WORDS SHALL BE DEEMED TO MEAN THAT COMPANY.

THIS EULA IS SUBJECT TO THE ARBITRATION PROVISIONS WHICH ARE INCLUDED IN SECTION 10 OF THIS EULA.

If RISKBAND makes available to You any updates or upgrades to the Device, such updates or upgrades shall be subject to the terms and conditions of this EULA and any related MLSA and other agreements unless the Device is expressly provided to You under other or additional terms and conditions, in which case, those other or additional terms and conditions (which may include the payment of additional fees) shall apply.

1. APPLICATION FOR THIS EULA: This application is intended to enable You to learn about and get support for RISKBAND business products and services.

1.1 RISKBAND will provide You with the equipment, including a Device, as ordered by Your Company in a related agreement, subject to the MLSA and this EULA (the "**Equipment**"), as well as any monitoring services described below that Your Company shall have ordered (the "**Monitoring Services**"), and You will be bound by the terms of this EULA. You or Your company also agree to make any payments required to be made by You or Your Company, as the case may be, and to perform the obligations, and be bound by the terms of this EULA and any related agreements to the extent that they pertain to You or to Your use of any Device or Equipment.

1.2 If You desire to accept this EULA, You or Your authorized representative must complete the application and registration processes for the Device and Monitoring Services with RISKBAND in accordance with the processes and procedures set forth on the ARIES Platform.

2. EULA GRANT AND USE RESTRICTIONS.

2.1 **EULA Grant.** Subject to RISKBAND's acceptance of Your application and the restrictions set forth in Section 2.2 of this EULA, RISKBAND grants You a personal, revocable, non-exclusive, non-transferable, limited right to register and use a single Device to be controlled by You, and to access and use the Device solely for Your use in furtherance of the internal business operations of Your Company, and strictly in accordance with the terms and conditions of this EULA, any related EULAs or agreements, including any MLSA under which You are an Authorized User, and all applicable local, national, and international laws and regulations. You represent, warrant, and agree that You are using the Device solely for such permitted uses and not for redistribution or transfer of any kind.

2.2 **Restrictions on Use.** You shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the Device, even for research purposes; (b) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the Device; (c) violate any applicable laws, rules, or regulations in connection with Your access or use of the Device; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of RISKBAND or its affiliates, partners, or suppliers; (e) use the Device in a manner that derives revenue directly from the Device, or use the Device for any other purpose for which it is not designed or intended; (f) install, use or permit the Device to exist on any other mobile device or computer; (g) distribute the Device to multiple users, except to the extent permitted under any MLSA under which You are an Authorized User; (h) make the Device available over a network or other environment permitting access or use by multiple Devices or users at the same time; (i) use the Device for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product, or software offered by RISKBAND; (j) use any proprietary information or interfaces of RISKBAND or other intellectual property of RISKBAND in the design, development, manufacture, licensing, or distribution of any Devices, accessories or other equipment for use with the Device; (k) circumvent, disable, or tamper with any security-related components or other protective measures applicable to the Device; or (l) reproduce, archive, retransmit, distribute, disseminate, sell, lease, rent, exchange, modify, broadcast, synchronize, publicly perform, publish, publicly display, make available to third parties, transfer or circulate the Device. You agree to comply with and abide by the rules and policies established from time to time by RISKBAND. Such rules and policies may include, for example, required or automated updates and/or modifications of the Device and obtaining available patches to address security, interoperability, or performance issues. These obligations survive termination of this EULA.

2.3 **Affiliates.** For purposes of this EULA, “affiliates” of RISKBAND shall mean any individual, corporation, partnership, joint venture, limited liability entity, unincorporated organization, trust, association, or other entity (“Person”) that, directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, RISKBAND or any such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

3. INTELLECTUAL PROPERTY RIGHTS.

3.1 **Rights to the RISKBAND Device.** You acknowledge and agree that the Device, and all copyrights, patents, trademarks, trade secrets and other intellectual property rights associated therewith, are and shall remain the property of RISKBAND or its affiliates, partners, licensors, or suppliers. Furthermore, You acknowledge and agree that the source and object codes of the Devices, and the format, directories, queries, algorithms, structure, and organization of the Device, are the intellectual property and proprietary and confidential information of RISKBAND and its affiliates, partners, licensors, and suppliers. Title to the Device shall remain with RISKBAND, and RISKBAND and its affiliates, partners, licensors, and suppliers reserve the right to change, suspend, terminate, remove, impose limits on the use of or access to, disable access to, or require the return of the Device at any time without notice and will have no liability for doing so. Except as expressly stated in this EULA, You are not granted any intellectual property rights in or to the Device by implication, estoppel, or other legal theory, and all rights in and to the Device not expressly granted in this EULA are hereby reserved and retained by RISKBAND. These obligations survive termination of this EULA.

3.2 **RISKBAND Marks.** You acknowledge and agree that the following RISKBAND names, and their related logos and all related product and service names, design marks and slogans are among the trademarks and service marks owned by and used under this EULA from RISKBAND: “RISKBAND”; “RISK WATCH”; AND “RISK WATCHES”; “BY YOURSELF BUT NEVER ALONE;” “WHEREABLE PEACE OF MIND;” “WHEREABLES;” “ARIES;” “ACTIVATION COORDINATION RESPONSE”, and “WHEREABLE TECHNOLOGIES.” You are not authorized to use RISKBAND Marks, including those identified in this Section 3.2, in any advertising, publicity or in any other commercial manner without the prior written consent of RISKBAND, which may be withheld for any or no reason in RISKBAND’s sole and absolute discretion. These obligations survive termination of this EULA.

3.3 **Open Source Software.** The Device may utilize or include third party software that is subject to open source EULA terms (“Open Source Software”). You acknowledge and agree that Your right to use such Open Source Software as part of the Device is subject to and governed by the terms and conditions of any applicable open source license, including, without limitation, any applicable acknowledgments, license terms and disclaimers contained therein (collectively, the “Open Source License Terms”). In the event of a conflict between the terms of this EULA and the Open Source License Terms, the Open Source License Terms shall control.

4. MONITORING SERVICES

4.1 When You use the Device to issue an alert in accordance with the instructions for the use of the Device provided by RISKBAND, a monitoring service will be alerted. We have contracted with a third-party provider, GEOS Safety Solutions, Inc. d/b/a GEOS (“GEOS”), to provide emergency tracking and monitoring services utilizing their GEOS International Emergency Response Coordination Center(s) (“IERCC”). GEOS will provide such monitoring services to You under this EULA unless, with the prior written approval of RISKBAND, Your Company shall have made arrangements for qualified security personnel regularly employed or engaged by Your Company for security matters, to provide

monitoring services to You. In certain cases, monitoring services may be provided by both GEOS and an approved security team designated by Your Company. If Your Company shall, with RISKBAND's prior approval, determine that it shall rely solely upon its own designated security team, rather than GEOS, then all descriptions in this EULA (and in any MLSA under which You are an Authorized User) shall be inapplicable to You and to Your Device, and neither RISKBAND nor GEOS shall have any responsibility or obligation, whatsoever, to provide any monitoring services to You.

4.2 When the Device is alerted, the user of the Device will know that the monitor has been alerted by a haptic vibration on the Device and, if the user or Your Company desires, the Device will be illuminated and will pulsate. The monitoring personnel will not speak until the user of the Device initiates the conversation or the monitoring service has determined that it is safe to do so.

4.3 The monitor will promptly determine whether the appropriate authorities should be notified of the details relating to the user's situation, including the user's location supplied by the Device's GPS tracking capabilities.

4.4 The situation will continue to be monitored and the personnel of the monitoring service will communicate with the user and the relevant authorities until the situation has been resolved.

4.5 All data, including GPS location, audio communications and photographic and video recordings, regarding the alert and response shall be captured and stored by the monitoring service and RISKBAND. Enhanced levels of response, including Search and Rescue and Medevac services, are also available to users of Devices for additional monthly fees.

4.6 Pursuant to our contract with GEOS, we will transmit emergency signals and/or telephone calls to and from Your Device, together with Your registration data information and available location coordinates, to the IERCC if You or Your Company elect to use GEOS to provide any monitoring services. The IERCC maintains a database of emergency responders in regions throughout the world (the "IERCC Database"), and provides emergency signal monitoring 24 hours a day, 7 days a week and 365 days a year. We have instructed GEOS that upon receipt of an emergency signal, IERCC personnel: (i) shall immediately connect with Your Device to attempt to validate the emergency signal and signal that You are now being tracked and monitored; (ii) use the IERCC database to identify appropriate emergency responder(s) according to available location coordinates; (iii) contact the appropriate emergency responder(s) and inform them of the relevant facts in GEOS's possession (including available registration data information and/or location coordinates); (iv) if You are traveling overseas, GEOS may contact an appropriate Embassy according to your registration data and/or location information, either in the country identified by your location information or the appropriate Washington-based Embassy, and provide them all relevant facts in GEOS' possession; and (v) provide updates of location coordinates and other information as available to the identified emergency responder. Upon contacting the emergency responder(s) and/or, as appropriate, the Embassy, and informing them of all relevant facts, we and GEOS are released from all further legal responsibility and/or obligation to take any further action whatsoever. If Your Company decides to utilize a monitoring service or other capabilities other than GEOS or the services offered by GEOS, the manner in which such monitoring services are to be provided will be determined by Your Company, NOT by RISKBAND or GEOS, and the information and communications related to any alert from Your Device, and Your personal information that You or Your Company shall have entered on the ARIES Platform, shall be available to Your Company and to its designated providers of monitoring services for the purpose of responding to the incident that occasioned the alert by Your Device.

4.7 The staff at the IERCC are trained first responders and are in a position to assist the users of a Device with regard to contacting emergency personnel, but neither we nor IERCC personnel are in a position or under any obligation to provide any medical advice or assistance to You.

4.8 Both we and GEOS believe that the security of users of Devices will be enhanced if first responders can be provided with timely situational awareness or, simply put, information about: what the incident type is; where it is; who is involved; and whether the incident scene is active or even hostile. The IERCC personnel are capable of assisting in the collection and analysis of such valuable information and passing this information along in a concise and professional manner. The IERCC staff is trained and certified in incident command and response for critical situations and the IERCC team speaks the same language as the responders.

4.9 The team at the IERCC is able to collect information from a wide range of sources and handle multiple alerts and two-way communications with those involved in an incident, or witness to it, and correlate and condense it for immediate use by those responding. They are also able in some cases to access nearby CCTV systems, building floor plans, as well as in the case of corporate customers, schools, and hospitals, know the Emergency Response Plan (ERP) and who is on the crisis response team.

4.10 Should GEOS have reasonable cause to believe that an emergency condition does not exist, GEOS and us reserve the right, if GEOS or us deem it appropriate to do so under the particular circumstances, in our sole discretion, to solely contact the primary or secondary contacts identified by You or Your Company.

4.11 Provision of emergency services is subject to the terms of this EULA, any MLSA with Your Company, the ARIES Platform, the Device and GEOS's service obligations (if applicable). GEOS and us intend, subject to the applicable provisions of the MLSA, that the IERCC will be available at all times in all locations where your Device can function and establish connectivity to cellular services; however, it is possible that at some times and some locations, the IERCC will not receive your transmission or that your transmission will be delayed.

4.12 You or Your Company, as the case may be, shall be solely responsible for any charges that may be assessed by emergency responders for either false emergency signals and/or in relation to search and rescue activities resulting from You or Your authorized users' transmission of an emergency signal. In addition, GEOS and us each reserve the right to assess a fee, payable by You or Your Company, as the case may be, in the case of deliberate or negligent misuse of Your Device.

4.13 **LIMITATION OF LIABILITY.** BY ACCEPTING AND ENTERING INTO THIS EULA, OR BY ACTIVATING OR USING YOUR DEVICE, YOU AGREE, ON BEHALF OF YOURSELF AND ANY AUTHORIZED USER OF YOUR DEVICE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, WE AND GEOS ARE EXPRESSLY RELIEVED OF AND/EXEMPT FROM LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL LOSS, DAMAGE, COSTS, OR EXPENSES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF MONITORING SERVICES UNDER THIS EULA (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE SUCH SERVICES), WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES, OR OTHER CLAIMS RESULTING FROM THE ACTS OF OMISSIONS OF THIRD PARTY PROVIDERS, INCLUDING GEOS, FOR ANY FAULTS, FAILURES, OR INADEQUACIES OF THE GPS SATELLITE SYSTEM, THE MOBILE COMMUNICATIONS INFRASTRUCTURE, THE DEVICE, THIS SERVICE, OR THE EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS. IN ADDITION, NEITHER WE NOR GEOS, SHALL BE LIABLE TO YOU OR BE DEEMED TO BE IN BREACH OF THIS EULA IN RESPECT TO ANY FAILURE OR

DELAY IN THE PROVISION OF SERVICES CAUSED BY: MATTERS OUTSIDE OF OUR OR GEOS'S SERVICE PROVIDERS' REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT IS NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG, OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS INDUCED, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT, OR INDUSTRIAL ACTION OF ANY KIND

5. TERM AND TERMINATION. This EULA shall be effective upon the execution of this EULA by You or Your Authorized Representative, or by Your activation or use of Your Device, and shall continue for a twenty-four (24) months thereafter unless and until earlier terminated in accordance with this EULA. RISKBAND may, in its sole and absolute discretion, at any time and for any or no reason, suspend or terminate this EULA and the rights afforded to You hereunder with or without prior notice. Furthermore, if You fail to comply with any terms and conditions of this EULA, or if we terminate the MLSA under which You are an Authorized User, then this EULA and any rights afforded to You hereunder shall terminate automatically, without any notice or other action by RISKBAND. Upon the termination of this EULA, You shall cease all use of the Device, and RISKBAND may, without notice to You, disable the Device. RISKBAND will not be liable to You or any third party for compensation, indemnity, or damages of any sort as a result of terminating this EULA in accordance with its terms, and termination of this EULA will be without prejudice to any other right or remedy RISKBAND may have, now or in the future. These obligations survive termination of this EULA.

6. DISCLAIMER OF WARRANTIES.

6.1 Limited Warranty. If the Equipment becomes inoperable due to a defect in materials or workmanship within twelve (12) months of Your Company's receipt of the Equipment, RISKBAND shall replace or repair the Equipment at RISKBAND's election and expense. This limited warranty is not assignable and extends only to the original licensee under the MLSA between Your Company and RISKBAND under which You are an Authorized User. It does not extend to You or to any subsequent user or transferee or other beneficiary of the Equipment or services provided under this EULA. You must either deliver the Equipment to RISKBAND's designated location (at the Your or Your Company's sole cost) or notify RISKBAND of any defect so that warranty service may be rendered. This warranty does not cover damage caused by accident, vandalism, negligence or mistake, violation of the installation and use requirements, flood, water, lightning, fire, intrusion, abuse, misuse, acts of God, casualty (including electricity), attempted unauthorized repair service, modification or installation by anyone other than the RISKBAND or its authorized subcontractors, or any other cause (excluding ordinary wear and tear). You acknowledge that, except as expressly set forth in this Section 6.1: (i) any affirmation of fact or promise made by RISKBAND shall not create an express warranty; (ii) RISKBAND does not make any representation or warranty, including without limitation any implied warranty of merchantability or fitness for a particular purpose, that the Equipment or Monitoring Services may not be compromised or circumvented; (iii) the Equipment or Monitoring Services will in all cases be used by the Customer solely for the signaling, monitoring and response for which it was intended; (iv) there are no express warranties that extend beyond those stated in this EULA; and (v) all implied warranties, if any, coincide with the duration of the warranty set forth in the first sentence of this Section 6.1.

6.2 Suspension or Interruption of Service. All RISKBAND's obligations are automatically suspended without notice to You, and You hereby waive all claims and release RISKBAND for any and all liability, loss, damage and expense: (i) in the event of a breach of this EULA by You, or (ii) if any Equipment or Monitoring Service is destroyed, damaged, inoperable, or

malfunction for any reason whatsoever. In each such event, the duration of such suspension shall be until the reason for such suspension is cured. Except for any suspension of service due to a breach of this EULA by You, RISKBAND shall reimburse You or Your Company, as the case may be, for any charge previously paid by You or on Your behalf attributable to the period of an interruption or suspension in service exceeding three (3) days upon the Your timely request and this shall be the limit of RISKBAND's liability. A request for reimbursement of unearned charges is timely if it is made within forty-five (45) days following the interruption of service.

6.3 DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF THE DEVICE AND ANY RELATED SERVICES IS AT YOUR SOLE RISK. EXCEPT TO THE EXTENT SET FORTH IN **SECTION 6.1** OF THIS EULA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DEVICE AND RELATED EQUIPMENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF OR RELIANCE UPON THE DEVICE OR ANY THIRD- PARTY SERVICES ACCESSED THEREBY IS AT YOUR SOLE RISK AND DISCRETION. RISKBAND AND ITS AFFILIATES, PARTNERS, SUPPLIERS AND LICENSORS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTEES REGARDING THE DEVICE AND THIRD- PARTY SERVICES, WHETHER ORAL, EXPRESS, IMPLIED OR STATUTORY, AND WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR PERFORMANCE OF THE PARTIES, OR THE NATURE OR CONTEXT OF THIS EULA, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE DEVICE AND RELATED SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE DEVICE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE DEVICE WILL BE CORRECTED, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. FURTHERMORE, RISKBAND MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD PARTY WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM, AND YOU ACKNOWLEDGE THAT COMPATIBILITY AND INTEROPERABILITY PROBLEMS CAN CAUSE THE PERFORMANCE OF YOUR DEVICE TO DIMINISH OR FAIL COMPLETELY, AND MAY RESULT IN PERMANENT DAMAGE TO YOUR DEVICE, LOSS OF THE DATA LOCATED ON YOUR DEVICE, AND CORRUPTION OF THE SOFTWARE AND FILES LOCATED ON OR USED IN CONNECTION WITH YOUR DEVICE. YOU ACKNOWLEDGE AND AGREE THAT RISKBAND AND ITS AFFILIATES, PARTNERS, SUPPLIERS, AND LICENSORS, AND THEIR RESPECTIVE OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES, AND AGENTS, SHALL HAVE NO LIABILITY TO YOU FOR ANY LOSSES SUFFERED RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH COMPATIBILITY OR INTEROPERABILITY PROBLEMS.

6.4 Limitations on RISKBAND's Liability and Responsibilities.

6.4(a) No Liability for Communication Outages. The Monitoring Services are dependent on communication systems (including without limitation phone lines, internet service, mobile phone systems, and other communications systems) provided by third parties (the "**Communication Systems**"). The reliability and availability of the Communication Systems are not within RISKBAND's or the IERCC's control. If there is a service interruption, whether an outage, a failure to function or otherwise in the Communication Systems, the Monitoring Services may be unavailable or may not function properly. Due to the potential for service interruptions in the Communication Systems, neither RISKBAND nor the IERCC warrants or guarantees that the Monitoring Services OR any of the Equipment supplied to You will be continuous or uninterrupted. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RISKBAND SHALL NOT BE RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS, OR FAILURES IN THE TRANSMISSION OF DATA, ANY**

COMPUTER VIRUS, ACTS OR OMISSIONS OF THE CUSTOMER OR ANY THIRD PARTIES THAT DAMAGE THE EQUIPMENT OR INTERFERE WITH THE MONITORING SERVICES, INCLUDING RELATED SOFTWARE.

6.4(b) **Not Insurance.** RISKBAND is not an insurer. The fees and other charges for this EULA and Your Equipment and Monitoring Services are based solely upon the Equipment and services that RISKBAND and the IERCC provide under this EULA and is premised and conditioned upon RISKBAND's and GEOS's limitations of liability and other rights arising under the risk allocation clauses contained in this EULA and in any relevant MLSA entered into by Your Company. Neither RISKBAND, nor the Equipment, nor the Monitoring Service, ensures or insures (i) any action or inaction by You, any Device user, or any third party, or (ii) Your safety or the safety of any Device user or any third party. Accordingly, You should maintain insurance in an amount and with coverages sufficient to provide full and complete coverage for any loss, damage or expense that may be sustained by You or Your family members, agents and representatives.

6.5 **LIMITATION OF LIABILITY.** IF ANY CLAIM IS MADE OR LIABILITY IS ASSESSED AGAINST RISKBAND, ANY OF ITS PRESENT OR FORMER DIRECT OR INDIRECT MEMBERS OR PARTNERS, OR ANY PRESENT OR FORMER OFFICER, MEMBER, EQUITY OWNER, MANAGER, REPRESENTATIVE, AGENT, AFFILIATE, SUBSIDIARY, PREDECESSOR, SUCCESSOR, ASSIGNEE, BENEFICIARY, HEIR, EXECUTOR, INSURER, ATTORNEY, OR EMPLOYEE OR ANY OF THEM (COLLECTIVELY, "**REPRESENTATIVES**") FOR ANY LOSS, DAMAGE, COST, OR EXPENSE FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, FINE, ASSESSMENT, OR ANY OTHER LOSS, DAMAGE, COST. OR EXPENSE, INCLUDING ANY ECONOMIC LOSSES OR OTHER LIABILITY, ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF, OR RESULTING FROM THIS EULA OR THE PERFORMANCE BY RISKBAND OR ITS REPRESENTATIVES OF ITS OBLIGATIONS HEREUNDER, INCLUDING WITHOUT LIMITATION THE (a) ACTIVE OR PASSIVE, SOLE, JOINT, OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF RISKBAND OR ANY OF ITS REPRESENTATIVES, WHETHER BEFORE OR AFTER THE EFFECTIVE DATE OF THIS EULA, (b) IMPROPER OPERATION OF THE EQUIPMENT, INCLUDING A DEVICE OR THE FAILURE OF THE EQUIPMENT, A DEVICE OR RISKBAND'S SYSTEM TO OPERATE, (c) BREACH OF CONTRACT, OR (d) ANY CLAIMS FOR SUBROGATION, CONTRIBUTION, OR INDEMNIFICATION, ANY AND ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00), COLLECTIVELY FOR RISKBAND, GEOS, AND THEIR RESPECTIVE REPRESENTATIVES. NEITHER RISKBAND NOR GEOS, NOR ANY OF THEIR RESPECTIVE REPRESENTATIVES SHALL BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RISKBAND'S AGGREGATE LIABILITY TO YOU (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE) SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAID TO RISKBAND UNDER THIS EULA (INCLUDING ANY DEVICE-RELATED SERVICES) OVER THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE THAT SHALL HAVE GIVEN RISE TO ANY CLAIM, OR ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE OBLIGATIONS SURVIVE TERMINATION OF THIS EULA.

6.6 **Commencement of Service.** RISKBAND makes no promise to commence Monitoring Services by any particular date. Monitoring Services will commence only after: (i) all required information to be provided by You or Your Authorized Representative is entered into the ARIES Platform; (ii) a test of the Equipment is performed and indicates that the Equipment is performing properly; (iii) You have properly agreed to be bound by this EULA and have provided, either directly or through Your Authorized Representative, the consents required by **Section 9.2** of this EULA; (iv) You or Your Company, as the case

may be, have made, and RISKBAND shall have received, any and all the initial payments, including any applicable activation fees or deposits required by the terms and conditions of this EULA, any applicable MLSA and any other related agreement pertaining to Your Device; (v) any MLSA under which you may have been designated an Authorized User shall be in full force and effect; and (iv) RISKBAND shall have accepted Your application for this EULA, and You or Your Authorized Representative has successfully completed the registration process for Your Device to the satisfaction of RISKBAND, in its sole discretion, including the submission of all requisite information on the ARIES Platform.

6.7 Use of Subcontractors. RISKBAND may, in its sole and absolute discretion, subcontract for the provision of any Equipment or services (including but not limited to Monitoring Services) to be provided under this EULA.

6.8 Support Services. Following RISKBAND's receipt of notice from You that any Equipment has been damaged or otherwise is not functioning properly within the twelve (12) month period following Your Company's receipt of Your Device, RISKBAND agrees, at its election, to replace or repair the Equipment, at the RISKBAND's expense if the failure to function is a result of a manufacturing defect or workmanship; **provided, however**, that if the damage or inoperability of any Equipment shall occur at a later time period, or if such damage or inoperability is the result of a cause other than a manufacturer's defect or workmanship, such as, but not limited to, abuse or other action or inaction of You or any third party, RISKBAND shall be entitled to charge a fee for the repair or replacement of the Equipment. RISKBAND makes no representation, promise, warranty or guarantee that there will be not be any interruptions of service or delays in performing repair or replacement of any Equipment. All repairs or replacements of Equipment shall be performed only by RISKBAND or its designated subcontractors. You shall not repair or replace or hire any third party to repair or replace any of the Equipment.

6.9 Termination of Monitoring Services. RISKBAND's obligation to provide Monitoring Services shall terminate automatically: (i) at the expiration or earlier termination of the Term; (ii) at such time as You or a third party modifies, repairs, or replaces any Equipment; (iii) at such time as the Equipment supplied by RISKBAND has been deactivated.; and (iv) or as otherwise provided in this Agreement, including **Section 6.2**.

7 Term of this EULA

7.1 Term. The term of this EULA shall commence upon Your acceptance of this EULA or Your activation or use of the Device, whichever shall first occur, and shall extend for a period of twenty-four (24) months from such date (the "Initial Term"), unless otherwise terminated in accordance with the terms and conditions of this EULA. At the expiration of the Initial Term, or of any extension thereof, the term of this EULA shall be automatically extended for an additional twenty-four (24) month period unless, no less than sixty (60) days prior to the last day of the Initial Term, or of any such extended period (i) we terminate this EULA, or the MLSA under which You are an Authorized User, by written notice to You without any further cost, penalty, or obligation, in which case You shall return to the Device within thirty (30) days of the delivery of such notice to You, or (ii) You or Your Company elect to terminate this EULA, or the MLSA under which You are an Authorized User, by written notice to us without any further cost, penalty, or obligation; **provided, however**, that (x) all payments applicable through the Initial Term, or any extended period, if applicable, shall have been paid in full, and (y) the Device is returned to us within fifteen (15) business days of the last day of the Initial Term or of any extended period, as the case may be. The Initial Term and any extensions thereof shall be referred to herein as the "Term."

7.2 **Authority.** You shall have the right to modify any information provided to us by or for Your benefit. RISKBAND has the right, without further inquiry, to rely upon information provided by You or any of Your Authorized Representatives.

7.3 **Privacy Policy.** In accordance with applicable federal and state laws and regulations on data privacy and security, we shall take reasonable measures to protect any confidential information regarding You that may come into RISKBAND's possession. In order to comply with such laws and regulations, RISKBAND may implement procedures with which You must comply prior to RISKBAND releasing confidential data. You agree to the terms of our Privacy Policy, which are set forth on our ARIES Platform. Our policy may change from time to time, so please review the policy with regularity and care. If you do not agree with the terms of our Privacy Policy, do not accept this EULA and do not activate or use Your Device.

8 Your Obligations and Acknowledgements

8.1 **Payment of Licensing Fees.** By accepting this EULA, You or Your Company, as the case may be, shall pay to RISKBAND an activation fee, as well as monthly license fees, in amounts agreed upon between the Company for whom You are an Authorized User and RISKBAND in a separate written agreement entered into prior to the date of this EULA, for RISKBAND's basic Equipment package. In exchange for payment of such agreed upon amounts, You shall be entitled to use the Device and be eligible to receive the Monitoring Services in accordance with the terms and conditions of this EULA for the Term. In addition, at the time that you submit Your application, payment shall be required for any additional costs or charges applicable to the decision of You or Your Company to license or purchase any optional Equipment or accessories that are not provided with the Device as part of the basic RISKBAND Equipment package, and to pay (on a monthly basis) the charges applicable to any enhanced levels of response for which You or Your Company may elect to subscribe. Any license or other fees for any extended Term of this EULA beyond the Initial Term must be approved by us, and all fees payable during any such extension period shall be in the amounts that we provide to You or to Your Company no less than sixty (60) days prior to the expiration of the then existing Term of this EULA, which may be at prices that are different than (either higher or lower) than the licensing fees that You or Your Company are paying at such time.

8.2 **Order Acceptance.** You agree that Your application for this EULA is an offer to obtain a EULA, under the terms and conditions of this EULA, for the use of all Equipment and services listed in Your application or as requested by Your Company. Unless and until an application has been accepted by us, we will not be obligated to provide You with any Equipment or services. We may choose not to accept any applications in our sole and absolute discretion. After having received Your application, we will send You or Your Company a confirmation e-mail with Your subscription number and details of the Equipment and services covered by this EULA. Acceptance of your application and the formation of this EULA between us will not take place unless and until You or Your Company have received Your order confirmation e-mail.

8.3 All prices provided to You or to Your Company are subject to change without notice prior to the effectiveness of this EULA or any applicable MLSA. The prices charged for any item of Equipment or services will be the prices agreed upon between us and Your Company at the time Your application is accepted by us and will be set out in your order confirmation e-mail. Price increases will only apply to applications submitted, or for any extended Term. Prices and fees do not include taxes or charges for shipping and handling. All such taxes and charges will be added to the total amount payable by You or Your Company, as the case may be, and will be itemized in Your order confirmation e-mail. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any applications that are submitted that arise from such errors.

8.4 Terms of payment are within our sole discretion. Payment of the activation fee for Your Device and license fees for the initial month of Your Initial Term must be received by us before we will accept Your application.

8.5 We will arrange for shipment of the Equipment to you or to Your Company as directed by Your Company. Please check our ARIES Platform for specific delivery options. You or Your Company will pay all shipping and handling charges specified during the application process. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

8.6 **Representations, Warranties and Covenants.** You covenant and agree that: (i) upon receipt of Equipment from RISKBAND You will contact us with any questions or concerns and will immediately notify us of any perceived malfunction of any Equipment; (ii) throughout the Term, You or Your Authorized Representatives will be solely responsible for providing all information necessary to enable RISKBAND to continue to provide the Monitoring Services for each registered Device; (iii) You will care for the Device, including all requisite charging, in accordance with the instructions provided by RISKBAND; and (iv) You will notify RISKBAND immediately if any Equipment provided to You is damaged or destroyed or if You become aware that any Device registered, at Your request, for use by any third party, including any family member or employee, shall have been damaged or destroyed.

8.7 **Returns and Refunds.** Your entitlement to return any Equipment or obtain any refund is governed by the terms and conditions of this EULA. If You are seeking to return any Equipment, a return will not be accepted unless the Equipment is returned in its original condition. If we accept a return of Equipment for a refund, the amount of such refund will be equal to Your original payment price, less the original shipping and handling costs. To return Equipment, You must call 843.501.0905 or e-mail our Returns Department at returns@riskband.com to obtain a Return Merchandise Authorization ("**RMA**") number before shipping Your Equipment. No returns of any type will be accepted without an RMA number. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.

8.8 Requests for refunds will be processed as promptly as practicable after our receipt of Your Equipment.

8.9 **Return of Equipment.** At the expiration of the Term or the earlier termination of this EULA, You shall return to RISKBAND, at Your sole cost and expense, postage prepaid, any Devices that RISKBAND supplied to You, undamaged and in good operating condition, other than ordinary wear and tear from the authorized and appropriate use of the Devices. If (i) You do not return the Devices or any portion thereof in accordance with this EULA, or (ii) any returned Device is damaged or not in good operating condition, then You or Your Company, as the case may be, shall pay to RISKBAND the sum of three hundred and No/100 Dollars (US\$300).

9 Covenants.

9.1 **Credit Reports.** You or Your Company, as the case may be, authorize and consent to (i) credit investigations of You or Your Company by us or our representatives, (ii) our obtaining of credit reports on Your or Your Company's credit history, and (iii) our providing information concerning You or Your Company to credit reporting agencies. You agree to execute such documentation as we request to authorize us to obtain such credit reports and history.

9.2 Consent to Recording Communications and Use of Personal Information. You, for Yourself and as the authorized agent of Your agents, servants, representatives and employees (individually and collectively, "**Any Customer Person**"), hereby consent (and authorize Your Authorized Representatives to consent on Your behalf) to RISKBAND and the IERCC recording, reviewing, copying, using, and, subject to RISKBAND's and the IERCC's privacy policies, disclosing the contents of all telephone, video, wire, oral, electronic, and other forms of transmission or communication (including information supplied by You or Any Customer Person, including personal information relating to any such person, and entered onto the ARIES Platform) which relate to or arise from (i) the Equipment or (ii) the issuances of any alerts or other notifications pertaining to the Monitoring Services or are relevant to the ability to provide Monitoring Services. You will obtain the consent of Any Customer Person who may be subject to any such recording, or the subject of any such information, who may use a Device supplied under this EULA. It is expressly understood and agreed that in the absence of RISKBAND's receipt of such consents, RISKBAND shall not accept any such person as an Authorized User of any Devices.

9.3 Indemnification. If anyone other than You, including without limitation one or more of the Your insurance companies, makes a claim against RISKBAND or any of its members, managers, equity owners, officers, agents, representatives, affiliates, or employees (collectively, RISKBAND Indemnitees") for any loss, damage, cost, or expense (including without limitation economic losses, property damage, personal injury, or death) arising out of or from, in connection with, related to, as a consequence of, or resulting from any reason, including without limitation (i) the improper operation of any Equipment, or the failure of any Equipment, or RISKBAND's system to operate, (ii) a breach of contract, or (iii) any claims for subrogation, indemnification, or contribution, You agree to defend, indemnify and hold RISKBAND and RISKBAND Indemnitees harmless (without any condition that RISKBAND or any RISKBAND Indemnitees expend any funds) from any and all such loss, damage, cost, and expense, including attorneys' fees, which may be asserted against or incurred by RISKBAND or any RISKBAND Indemnitees in connection with any and all such claims to the fullest extent permitted by applicable law. Your duty to indemnify, including the cost and duty to defend and hold RISKBAND and RISKBAND Indemnitees harmless shall include all of RISKBAND's personnel-related costs, overhead, experts' fees, actual attorneys' fees, court costs, and all related expenses, including all fees and costs incurred to enforce and establish rights under this indemnification provision; provided, however, that the indemnification obligations set forth in this **Section 9.3** shall not apply if it is determined, by a final and non-appealable determination, that any actual loss or expense shall have been caused solely by the intentional misconduct of RISKBAND or any RISKBAND Indemnitees.

9.4 Waiver of Subrogation. You hereby waive any right of subrogation that You might otherwise have with respect to any amounts paid pursuant to **Section 9.3** or otherwise under this EULA or with respect to any act or occurrence in connection with or related to this EULA or any Equipment or Monitoring Services. You shall require Your insurance companies to provide RISKBAND with standard waiver of subrogation endorsements.

10. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS SECTION 10 CAREFULLY. IT AFFECTS YOUR RIGHTS, AS THIS EULA IS SUBJECT TO THE ARBITRATION PROVISIONS WHICH ARE INCLUDED IN THIS SECTION 10.

Summary:

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 843.501.0905. **In the unlikely event that RISKBAND's customer service department is unable to resolve a complaint You may have to Your satisfaction (or if RISKBAND has not been able to resolve a dispute it has with You after attempting to do so informally), we each agree to resolve our disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this EULA will take place on an individual basis; class arbitrations and class actions are not permitted.** For any non-frivolous claim that does not exceed **Seventy-Five Thousand and No/100 Dollars** (US\$75,000.00), RISKBAND will pay all costs of the arbitration other than Your own attorneys' and witness fees. Moreover, in arbitration You are entitled to seek to recover attorneys' fees from RISKBAND to at least the same extent as You would be in court.

In addition, under certain circumstances (as explained below), RISKBAND will pay You more than the amount of the arbitrator's award and will pay Your attorney (if any) his or her reasonable attorneys' fees if the arbitrator awards You an amount that is greater than what RISKBAND has offered You to settle the dispute.

10.1 Arbitration Agreement.

10.1.1 RISKBAND and You agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; claims that arose before this EULA or any prior EULA (including, but not limited to, claims relating to advertising); claims that are currently the subject of purported class action litigation in which You are not a member of a certified class; and claims that may arise after the termination of this EULA.

For purposes of this **Section 10.1** only, references to "RISKBAND," "You," "Your" and "us" include our respective subsidiaries, affiliates, agents, employers, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of Your Device, or of services or other Equipment under this EULA or prior EULAs between us. Notwithstanding the foregoing, either of us may bring an individual action in small claims court. This arbitration agreement does not preclude You from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on Your behalf. **You agree that, by entering into this EULA, You and RISKBAND are each waiving the right to a trial by jury or to participate in a class action.** This EULA evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration agreement shall survive termination of this EULA.

10.1.2 A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to RISKBAND should be addressed to: General Counsel, RISKBAND, 1036B eWall Street, Mount Pleasant, SC 29464 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or

dispute; and (b) set forth the specific relief sought ("Demand"). If RISKBAND and You do not resolve the claim within thirty (30) days after the Notice is received, You or RISKBAND may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by RISKBAND or You shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which You or RISKBAND is entitled.

10.1.3 The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this EULA, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at riskband.com/arbitration-information.) The arbitrator is bound by the terms of this EULA. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration agreement are for the court to decide. Unless RISKBAND and You agree otherwise, any arbitration hearings will take place in the county (or parish) of Your billing address. If Your claim is for Ten Thousand Dollars and No/100 (US\$10,000) or less, we agree that You may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If Your claim exceeds Ten Thousand and No/100 Dollars (US\$10,000.00), the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, the payment of all fees for any arbitration will be governed by the AAA Rules.

10.1.4 If, after finding in Your favor in any respect on the merits of Your claim, the arbitrator issues You an award that is greater than the value of RISKBAND's last written settlement offer made before an arbitrator was selected, then RISKBAND will: pay You the amount of the award or One Thousand and No/100 Dollars (US\$1,000.00) ("the alternative payment"), whichever is greater; and pay Your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that Your attorney reasonably accrued for investigating, preparing, and pursuing Your claim in arbitration ("the attorney premium").

If RISKBAND did not make a written offer to settle the dispute before an arbitrator was selected, You and Your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards You any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

10.1.5 The right to attorneys' fees and expenses discussed in paragraph 10.1.4 supplements any right to attorneys' fees and expenses You may have under applicable law. Thus, if You would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding You that amount. However, You may not recover duplicative awards of attorneys' fees or costs.

10.1.6 The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND RISKBAND AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Furthermore, unless both You and RISKBAND agree otherwise, 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. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

10.1.7 Notwithstanding any provision in this EULA to the contrary, we agree that if RISKBAND makes any future change to this arbitration agreement (other than a change to the Notice Address) while this EULA is in effect, You may reject any such change by sending us written notice within thirty (30) days of the change to the Arbitration Notice Address provided above. By rejecting any future change, You are agreeing that You will arbitrate any dispute between us in accordance with the language of this provision.

11 Miscellaneous

11.1 **Governing Law.** This EULA shall be governed by and construed according to the laws of the State of Delaware at the time that You accept and agree to be bound by the terms and conditions of this EULA, without reference to its conflicts of law rules.

11.2 **Relationship.** Nothing contained in this EULA may be construed to make either You or RISKBAND a partner, joint venturer, principal, agent, or employee of the other. Neither party has any right, power or authority, express or implied, to bind the other.

11.3 **No Waiver of Breach.** Any waiver of any breach of this EULA by You or by RISKBAND shall not be construed as a waiver of any subsequent breach. Your rights and RISKBAND's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

11.4 **Valid EULA.** If any provision of this EULA shall be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of this EULA shall not be affected thereby, and shall remain in full force and effect as valid, binding and continuing. Following expiration or termination of this EULA, **Sections 3, 4.13, 5, 6, 8.7, 8.9, 9.2, 9.3, 9.4, 10, 11.1, 11.5, 11.8, and 11.12** of this EULA shall survive expiration or termination and continue to apply to the You and RISKBAND.

11.5 **Contractual Limitation of Actions.** All claims, actions or proceedings by or against RISKBAND or any of its Representatives must be commenced, whether in court or in arbitration, within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action or proceeding is barred. The time period in this paragraph must be strictly complied with.

11.6 **Headings; Interpretation.** The section titles used herein are for convenience of the parties only and shall not be considered in construing or interpreting the provisions of this EULA. In this EULA, the word "including" is not a word of limitation, but means "including, without limitation or example." The interpretation of this EULA shall not be construed against the drafter.

11.7 **Counterparts; Copies as Originals; Execution by Electronic Transmission.** It is the parties' intent and the parties direct (i) that a copy of this document signed and delivered by hand, US mail or transmitted electronically by facsimile, telecopier, e-mail, accepted on the ARIES Platform, or otherwise shall be treated for all purposes as an original document; (ii) that the signature of a party or such party's authorized representative, and the signature of any witness, shall be considered an original signature, and the copy of the document delivered or transmitted shall be considered to have the same binding legal effect as an original signature on an original document; and (iii) that no person may raise the fact that any signature was a copy or transmitted through the use of electronic transmission (by facsimile, telecopier, e-mail or otherwise) as a defense to the enforcement of this document. Further, this document may be executed in any number of

counterparts which together shall constitute the EULA of the parties. It shall not be necessary that the signatures of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single document. A party's properly executed signature page, or a signature page executed by such party's authorized representative, is sufficient as the party's counterpart of this document.

11.8 **Integrated EULA; Modifications.** This EULA contains the entire EULA between the parties concerning the subject matter hereof, including without limitation the Equipment and Monitoring Services, and supersedes all prior or current negotiations, commitments, contracts, express or implied, warranties, express or implied, and statements and representations, written or oral, pertaining to such matters, all of which are merged into this EULA, except for any written agreement between You or Your Company, as the case may be, and RISKBAND executed prior to the date of this EULA pertaining to the amount of fees and other charges to be paid for the Device, any other Equipment and Monitoring Services and the terms and conditions of payment of any such agreement or any applicable MLSA between RISKBAND and Your Company. NO PERSON ACTING ON RISKBAND'S BEHALF HAS ANY AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") NOT EXPRESSLY STATED IN THIS EULA. BY EXECUTING THIS EULA, AUTHORIZING ANOTHER PERSON TO EXECUTE THIS EULA ON YOUR BEHALF, OR USING THE EQUIPMENT OR MONITORING SERVICES, YOU REPRESENT THAT YOU ARE NOT RELYING ON ANY INDUCEMENT THAT IS NOT EXPRESSED IN THIS EULA.

11.9 The Device was developed and designed for use anywhere in the world where there is a cellular network connection. RISKBAND makes no representation, however, that the Device or any Device-related services are appropriate or available for use outside of the continental United States. If You choose to access or use the Device from other locations, You do so on Your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Device from jurisdictions in which the Device, in whole or in part, is illegal or penalized is prohibited. You may not use or otherwise export or re-export the Device except as authorized by United States law and the laws of the jurisdiction(s) in which the Device was obtained. You represent and warrant that You are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that You will not use the Device for any purposes prohibited by United States law.

11.10 **U.S. Government Restricted Rights.** The Device was developed at private expense and is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraphs (a) through (d) of the Commercial Computer Software - Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause of DFARS and in similar clauses in the NASA FAR Supplement, and their successors, and all other Federal laws and regulations that protect licensor rights in privately developed commercial software.

11.11 **Amendments.** From time to time, upon not less than thirty (30) days' prior notice to You or to Your Company, RISKBAND may modify this EULA. Your continued use of the Equipment, or payment of amounts due under this EULA by You or Your Company, as the case may be, after the date specified in the notice shall constitute Your acceptance of the amendment and shall thereafter be bound by the terms of this EULA as so amended.

11.12 **Survival.** Any provisions of this EULA which by their express language or by their context are intended to survive the termination of this EULA shall survive such termination.

11.13 **Third Party Beneficiaries.** Except as explicitly provided in this EULA or in any related EULAs or agreements between us, nothing contained in this EULA is intended or shall be construed to confer upon any person (other than the parties hereto) any rights, benefits or remedies of any kind or character, or to create any obligations or liabilities of a party to any such person.

11.14 **No Transfer or Assignment by You.** Except as may be permitted by the terms and conditions of any MLSA under which You are an Authorized User, You may not rent, lease, lend, sublicense, assign or transfer (collectively, "transfer") any Device, this EULA or any of the rights granted hereunder without RISKBAND'S prior written consent (which RISKBAND MAY WITHHOLD IN ITS SOLE DISCRETION), the completion by Your proposed transferee of the application process to RISKBAND'S satisfaction, and the transferee's execution of a new EULA in the form then prescribed by RISKBAND. If RISKBAND shall consent to any such proposed transfer, You shall still remain responsible for all Your obligations under this EULA to the extent that Your transferee does not satisfy such obligations in full. Any attempted transfer in contravention of this provision shall be null and void and of no force or effect. These obligations survive termination of this EULA. RISKBAND may assign this EULA without restriction.

11.15 **Notices.** If at any time after the execution of this EULA it shall become necessary or convenient for one of the parties hereto to serve any notice, demand or communication, such notice, demand or communication shall be in writing signed by the party serving the same and shall be deemed to have been delivered: (i) when delivered to the intended party personally or electronically with acknowledgment of receipt of the electronic delivery; (ii) at 5:00 P.M. on the business day after the date delivered to any nationally recognized private mail or courier service (Federal Express, Airborne or such similar service), postage paid and sent for next day delivery; or (iii) at 5:00 P.M. on the third business day after the date deposited in the registered or certified United States mail, return receipt requested, postage prepaid and addressed as follows or to such other addresses as each may designate by so advising the parties by the same method of notice:

If to RISKBAND: **RiskBand General Counsel**

1036B eWall Street

Mt. Pleasant, SC 29464



Terms of Use for RiskBand ARIES Platform

This Agreement ("**Agreement**") is a binding agreement between you ("**End User**" or "**you**") and Risk Band LLC ("**Company**") that governs your use of the Company's ARIES Platform (the "ARIES Platform") as well as all software, applications, and content accessed or used via the ARIES Platform.

BY CLICKING THE "AGREE" BUTTON AND BY ACCESSING THE ARIES PLATFORM, YOU:

- (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT;
- (B) REPRESENT THAT YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT OR THAT YOUR PARENT OR LEGAL GUARDIAN HAS APPROVED YOUR AGREEMENT TO ABIDED BY THE TERMS OF USE SET FORTH IN THIS AGREEMENT; AND
- (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE ARIES PLATFORM.

License Grant. Subject to the terms of this Agreement, the Company grants you a limited, non-exclusive, and nontransferable license to use ARIES software and to log onto and use the ARIES Platform and any software, applications, Content, and Services (as defined herein) (together, "ARIES Platform Content") available via the ARIES Platform for your strictly in accordance with the terms of this Agreement and any other agreements applicable to any the ARIES Platform Content, including any End User License Agreement ("EULA" between you and the Company, and any Master License and Services Agreement ("MLSA") between the Company and any entity or person who has identified you as an authorized user of equipment and services under such an MLSA.

1. License Restrictions. Licensee shall not:
 - a. copy the ARIES Platform Content, except as expressly permitted by this license, the EULA or the MLSA;
 - b. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the ARIES Platform Content;
 - c. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the ARIES Platform Content or any part thereof;
 - d. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the ARIES Platform Content, including any copy thereof;
 - e. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the ARIES Platform Content, or any features or functionality of the ARIES Platform, to any third party for any reason, including by making the ARIES Platform Content available on a network or the internet; and
 - f. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the ARIES Platform or ARIES Platform Content;

2. Reservation of Rights. You acknowledge and agree that the ARIES Platform and ARIES Platform Content is provided under license, and not sold, to you. You do not acquire any ownership interest in the ARIES Platform or ARIES Platform Content under this Agreement, or any other rights thereto other than to use the ARIES Platform and ARIES Platform Content in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Company and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the ARIES Platform and ARIES Platform Content, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.
3. Collection and Use of Your Information. You acknowledge that when you access or use the ARIES Platform, the Company may use automatic means (including, for example, cookies and web beacons) to collect information about your computer, mobile device, or other means used to run ARIES Platform Content and to collect information about your use of the ARIES Platform. You also may be required to provide certain information about yourself as a condition to using the ARIES Platform or ARIES Platform Content or certain of its features or functionality. All information the Company collects through or in connection with the ARIES Platform is subject to our [Privacy Policy, on page 79](#). By accessing, using, and providing information to or through the ARIES Platform, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
4. Geographic Restrictions. The ARIES Platform and ARIES Platform Content are based in the United States and provided for access in the United States. You acknowledge that you may not be able to access all or some of the ARIES Platform and ARIES Platform Content outside of the United States, and that access thereto may not be legal by certain persons or in certain countries. If you access the ARIES Platform and ARIES Platform Content from outside the United States, you are responsible for compliance with local laws.
5. Passwords. **You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with your access and use of the ARIES Platform and ARIES Platform Content. Accordingly, you agree that you are solely responsible to the Company for all activities that occur under your account. If you become aware of any unauthorized use of your password on the ARIES Platform or your account, you agree to notify the Company immediately at customercare@riskband.com**
6. Updates. The Company may from time to time, in its sole discretion, develop and provide ARIES Platform and ARIES Platform Content updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that the Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.
7. Third-Party Materials. The ARIES Platform may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Company is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. The Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials.

Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

8. Term and Termination.

- a. The term of this Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or the Company as set forth in this Section.
- b. You may terminate this Agreement by ceasing to access the ARIES Platform and ARIES Platform Content and deleting any copies of any ARIES Platform Content from your computer or mobile device.
- c. The Company may terminate this Agreement at any time without notice for any reason or for no reason at all. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- d. Upon termination:
 - (i) all rights granted to you under this Agreement will also terminate; and
 - (ii) you must cease all use of the ARIES Platform and ARIES Platform Content and delete all any copies of any ARIES Platform Content from your computer or mobile device.
- e. Termination will not limit any of Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties. THE ARIES PLATFORM AND ARIES PLATFORM CONTENT ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW THE COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE ARIES PLATFORM AND ARIES PLATFORM CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE ARIES PLATFORM OR ARIES PLATFORM CONTENT WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE ARIES PLATFORM OR ARIES PLATFORM CONTENT FOR:

- a. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR
- b. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU OR ON YOUR BEHALF FOR ACCESS TO THE ARIES PLATFORM.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Indemnification. You agree to indemnify, defend, and hold harmless the Company and its officers, directors, managers, equity owners, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the ARIES Platform or ARIES Platform Content or your breach of this Agreement, including but not limited to the content you submit or make available through this ARIES Platform.

12. Export Regulation. The use of the ARIES Platform and ARIES Platform Content may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the ARIES Platform Content to, or make the ARIES Platform accessible from, any jurisdiction or country to which export, re-export, release, or access is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the ARIES Platform and ARIES Platform Content available outside the US.

13. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision or Agreement will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

14. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the use of the ARIES Platform or ARIES Platform Content shall be instituted exclusively in the federal courts of the United States or the courts of the State of South Carolina in each case located in Charleston city and county. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

15. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

16. Entire Agreement. This Agreement, any applicable MLSA and EULA, and our Privacy Policy, constitute the entire agreement between you and Company with respect to the ARIES Platform and ARIES Platform Content and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the ARIES Platform and ARIES Platform Content.

17. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.



Privacy Policy

Coming soon . . .

Contacting RiskBand

Contact RiskBand customer support in the following ways:

Support Site	www.riskband.com/support
email	customercare@riskband.com
Telephone Number	843-501-0905
Company Website	www.riskband.com