



**Secure<sup>®</sup>  
Care**  
Products, LLC

**Please contact your  
Distributor /  
Installer for service ...**

Tel.: \_\_\_\_\_

## **Transmitter User Guide**

# **6.78 MHz Adult ID 1/2 Size Transmitter**

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**CONTENT IS SUBJECT TO CHANGE WITHOUT NOTICE**

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# SECTION 1      IMPORTANT NOTICES

## PLEASE READ THIS MANUAL BEFORE BEGINNING THE INSTALLATION OF A SECURE CARE SYSTEM

This installation manual is provided for reference by purchasers and installers of Secure Care Products, LLC (“Secure Care’s”) systems. This manual is not intended as a catalog of warnings for the protection of anyone or as a substitute for obtaining professional training or assistance in the design of a facility’s security procedures and systems, or in the installation, set-up, testing, support, operation, maintenance, repair or use of Secure Care’s systems. Nothing in this manual modifies the terms of Secure Care’s General Product Warranty Statement or of any written agreement signed by Secure Care or creates further warranties or extends benefits of any sort to anyone beyond those already expressly established in Secure Care’s General Product Warranty Statement and in any written contract signed by Secure Care.

### **1. Secure Care is Not Responsible for the Locks**

ALL LOCKS USED WITH SECURE CARE’S SYSTEM ARE DESIGNED, MANUFACTURED, LABELED AND DELIVERED SOLELY BY AN INDEPENDENT VENDOR OVER WHOM SECURE CARE HAS NO CONTROL AND FOR WHOSE ACTIONS OR FAILURES TO ACT SECURE CARE DISCLAIMS ALL RESPONSIBILITY. REGARDLESS OF WHETHER THE LOCKS CARRY SECURE CARE’S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH LOCKS CARRY SECURE CARE’S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE LOCKS WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE LOCKS AND/OR THEIR USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE INDEPENDENT VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE INDEPENDENT VENDOR.

### **2. Secure Care Is Not Responsible for The Computer Hardware.**

IF YOU PURCHASE COMPUTER HARDWARE THROUGH SECURE CARE AND REQUEST THAT SECURE CARE SOFTWARE BE INSTALLED AND TESTED ON THAT HARDWARE AT THE FACTORY, SECURE CARE WARRANTS ONLY THAT THE HARDWARE AND THE SOFTWARE PACKAGES WERE INSTALLED, SET-UP AND TESTED PRIOR TO SHIPMENT IN ACCORDANCE WITH ALL SECURE CARE PRODUCT MANUALS AND THAT, AT THE TIME THE HARDWARE AND THE SOFTWARE PACKAGES WERE FINALLY INSPECTED AT THE FACTORY, THEY WERE PERFORMING (SUBJECT TO SECURE CARE’S SPECIFIED TOLERANCES) IN ACCORDANCE WITH SECURE CARE’S SPECIFICATIONS. SECURE CARE WILL NOT BE RESPONSIBLE FOR ANY DEFECTS IN OR PROBLEMS CAUSED BY THE HARDWARE, ALL CLAIMS FOR WHICH MUST BE MADE TO THE HARDWARE MANUFACTURER AND/OR VENDOR. SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE HARDWARE AND/OR ITS USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH HARDWARE CARRIES SECURE CARE’S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM

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**3. Several Factors Outside the Secure Care System Can Affect its Performance**

Secure Care's software, parts and products are designed for operation in a wireless system. However, the range, performance, and predictability of any wireless system, including Secure Care's, is dependent on several factors, including, but not limited to, the following: building structure; environmental extremes (e.g., temperature, earth tremors, air pollution, etc.); the proximity of other wireless devices; the presence of variable speed products; sources of Radio Frequency Interference (RFI); physical orientation and positioning of the equipment; and sources of Electro Static Discharge (ESD). Secure Care is not responsible for the effect of these types of factors on operation of its software, parts and products and disclaims all responsibility for any claim relative thereto.

**4. The Secure Care System Must be Properly Installed**

Secure Care's system must be installed, set-up, tested, supported, operated, maintained, repaired and used only in accordance with all manuals and instructions (including the user, installation, technical and other manuals) issued by Secure Care (the "Product Manuals"). It is your responsibility to assure that any person who might be installing, setting-up, testing, supporting, maintaining or repairing the Secure Care system knows the contents of and has access to the Product Manuals and has successfully completed Secure Care technical training. It is also your responsibility to assure that any person who might be operating or using this Product knows the contents of and has access to the Product Manuals and has successfully completed Secure Care in-service training. Secure Care can not be responsible for performance problems caused by a failure to follow prescribed and appropriate procedures for installation, set-up, testing, support, operation, maintenance, repair and use.

All adjustable features on new and repaired Secure Care software, parts and products are shipped with "factory default" settings. These "factory default" settings may not comply with building and life safety codes or other applicable laws and regulations in the location where they are installed or operated. Secure Care strongly recommends, therefore, that the settings on all Secure Care software, parts and products be checked and, if necessary, reset to comply with local building and life safety codes and other applicable laws and regulations at the time of any installation, set-up, testing, support, maintenance or repair.

**5. Performance of the Secure Care System Software Depends on Proper Maintenance**

Secure Care's system is driven by software. However, the performance and reliability of any software-driven system depends on adequately maintaining the recommended minimum configuration of computing platform, operating systems and applications programs and on regularly performing industry-standard and application-specific backup processes. If recommended minimum configurations of computing platform, operating systems, and applications programs are not adequately maintained, or if appropriate backups are not regularly performed, the software may not drive the system as intended. Secure Care is not responsible for operational problems caused by a failure to perform these maintenance and backup procedures and disclaims all responsibility for any claim relative thereto.

**6. Only a Qualified Service Technician Should Work on a Secure Care System**

Secure Care does not authorize, and strongly recommends against, any installation or field replacement of software, parts or products by untrained contractors or facility staff. Such work can be hazardous, can render the system ineffective and will void any Secure Care warranty or liability that might otherwise relate to the system.

Before any software, parts or products which have been designed and manufactured by Secure Care can be safely installed, set-up, tested, supported, maintained or repaired, technical training in accordance with standards established by Secure Care is required. Regardless of how Secure Care's software, parts or products are obtained,

they should not be installed, set-up, tested, supported, maintained or repaired by any person who has not satisfactorily completed that technical training (a “qualified service technician”.) When Secure Care’s software, parts or products are sold separately from installation services, it is assumed that only a qualified service technician will conduct any installation, set-up, testing, support, maintenance or repair involving that software, part or products.

7. **Any Work Must Comply with Electrical and Life Safety Codes**

It is important that any installation, set-up, testing, support, operation, maintenance, repair or use involving the system comply with all local and national electrical and life safety codes. If you have any questions about compliance with those codes, please contact your local authorities.

8. **Immediately Have Replacements or Repairs Checked On-Site by a Qualified Service Technician**

Secure Care receives and responds to telephone and dial-in inquires (the “Help Line”) about its software, parts and products for the purpose of discussing users’ experiences with Secure Care’s system, helping users better understand how their systems work, and providing ideas about what may be causing difficulties. However, Secure Care cannot accurately diagnose the cause of any problems or give complete instructions on how to fix problems over the telephone or Internet. The only way to assure that software, parts or products are installed, set-up, tested, supported, maintained or repaired correctly or that a Secure Care system is functioning properly is to have it examined on site by a qualified service technician. In addition, Secure Care software, parts and products cannot be operated or used correctly by anyone who has not successfully completed Secure Care in-service training. Secure Care’s Help Line is not a substitute for on-site diagnosis and servicing by a qualified service technician or for successful completion of Secure Care in-service training. Secure Care strongly recommends that any installation, set-up, testing, support, maintenance or repair of a system that is performed by a person who has not satisfactorily completed technical training in accordance with standards established by Secure Care be immediately checked on-site by a qualified service technician.

WARNING: EVEN SLIGHT MODIFICATIONS TO THE SYSTEM OR CHANGES IN THE OPERATING ENVIRONMENT MAY CAUSE SECURE CARE’S SYSTEM TO MALFUNCTION. THE ONLY WAY TO ASSURE THAT SECURE CARE’S SYSTEM HAS BEEN INSTALLED, SET-UP, TESTED, SUPPORTED, MAINTAINED AND REPAIRED CORRECTLY IS TO HAVE A QUALIFIED SERVICE TECHNICIAN DO THE WORK.

9. **The Secure Care System is not a Substitute for Careful Identification and Monitoring by Professional Staff**

Secure Care’s software, parts and products have been designed to augment a facility’s reasonable procedures for protecting residents, patients, and residents. However, no system or combination of procedures and equipment can eliminate all risk or assure complete security. Secure Care’s system is not intended as a substitute for the careful identification and monitoring of residents, patients, and residents by a facility’s professional staff.

Revised 01/22/14

## **New Cameo and Watch Applique**



Cameo and Watch Appliques are to be placed on the transmitter by the customer.

Cameos and Watch Appliques should be used with transmitters that are placed on the patient's wrist.

The transmitter part number will be engraved on the bottom of the transmitter. The expiration date and the ID number (when applicable) will be engraved on the side of the transmitter.

Cameos and Watch Appliques are only available with Non Cutband Transmitters.

Watch Applique Part # A00020260

Cameo Applique Part # A00020261

## SECTION 3 POLICIES AND PROCEDURES

### ORDERING NEW OR REPLACEMENT TRANSMITTERS

Transmitters and straps are purchased directly from Secure Care Products®, LLC. Please call 1-800-451-7917 to order transmitters.

Transmitters and straps will typically be shipped within two weeks after receipt of your order. All transmitter sales are final because they are date sensitive products. Transmitter straps are sold by the dozen for a single use.

### 12 MONTH TRANSMITTER WARRANTY

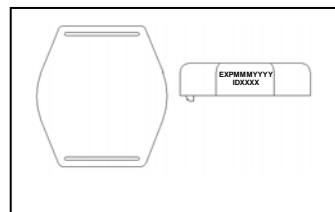
Transmitters are warranted for 12 months, from date of shipment. If within the 12 month warranty period a transmitter is not performing to our specification, **CALL** our toll free number (1-800-451-7917), **for a TXRA (Transmitter Return Authorization) BEFORE returning any Transmitter.**

A replacement transmitter will be sent at a prorated fee (based on the end of the original warranty of the transmitter being returned) along with a postage paid label marked with a Return Authorization number. Simply replace the suspect transmitter with the new replacement and send the suspect transmitter back to Secure Care Products® within 15 days with facility name and address, and the TXRA Number displayed, and a description of the transmitter problem. When the transmitter is returned to Secure Care Products®, LLC., it is tested on a system similar to that in the facility to verify that the transmitter is not working to our specifications.

If the transmitter tests properly, and is in good working condition, the facility may be charged a prorated amount up to the original due date, as well as freight charges incurred. If the transmitter is physically damaged the facility will be charged the full replacement transmitter charge. If the suspect transmitter is not returned to us within the 15-day period, the facility will be charged the prorated transmitter amount.

### DAILY TRANSMITTER TESTING

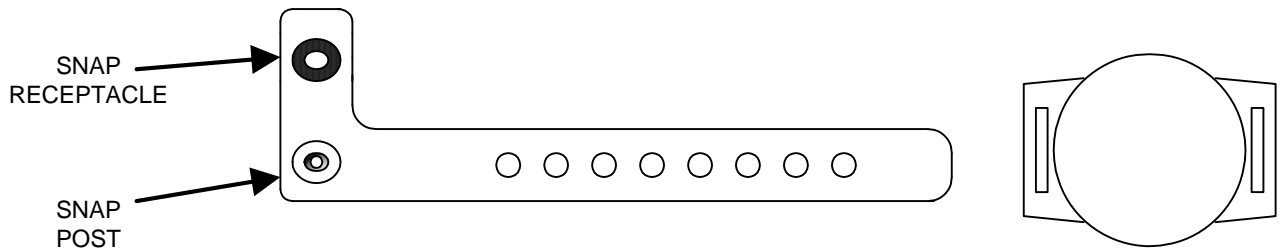
Each day, the aide responsible for the care of the residents utilizing the Secure Care System must ensure that the transmitter is in place. This **must be done at each shift change.** Documentation of this check should be made by the nurse's aide. This should be recorded on the aide's daily checklist for the particular resident. Each transmitter should be tested **daily** to ensure working properly. Date imprinted transmitters should be checked for expiration date at this time. The #A07390900 Tester is available to purchase for fast, easy testing of all transmitters.



A documented test of each transmitter at the facility must be made **each day.** This testing should also include those transmitters not currently in use. The procedure involves using the #A07390900 transmitter Tester and/or the Exit Panel on the wall by the exit, and documenting the performance of the transmitter.

Attached (*Section 10*) is a Daily Transmitter Testing Log, which you may find useful.

## SECTION 4 STRAP INSTRUCTIONS



1. Place the strap through the slots in the transmitter, making sure that the strap is underneath the curved side and that the curved side is towards the resident's ankle or wrist.
2. Place the narrow end of the strap through the receptor on the opposite end of the strap. Apply the transmitter to the resident's ankle or wrist comfortably (not too tight – keep two fingers between the band and the ankle or wrist). During daily care, check to see if the strap needs to be adjusted.
3. Pull strap and cut off excess length of strap close to transmitter.

### Cleaning the Transmitter

Secure Care recommends transmitters are cleaned after each use. To properly clean the transmitter use lint free IPA (Isopropyl Alcohol) wipes. With the transmitter removed from the resident, wipe the transmitter on all sides with the IPA wipe. When cleaning is finished store the transmitter in a transmitter containment box.

If you have any questions please call your Distributor/Installer first, then if necessary call Secure Care Products, LLC.. Service Department at 1-800-451-7917 or email [Order\\_39@securecare.com](mailto:Order_39@securecare.com).



# SECTION 5 USING TRANSMITTER WITH SECURE CARE SOFTWARE

If you are using the Secure Care Software , please complete the following steps:

**NOTE: New transmitters need to be added to the transmitter list before they will be displayed in the transmitter ID drop down menu.**

1. Log in to Secure Care Software with your respective User Name and Password.
2. Click on “Admit” and fill out all of the required information following the hospital policy and procedure.
3. Click on the “Admit/Update” button.
4. Click the “Done” button.
5. Log out by clicking the “Log Out” button.

The screenshot shows a software window titled "Admit" with a blue header bar. The window contains a form with the following sections:

- New person:** Two text input fields for "First" and "Last" names.
- Photo:** A placeholder image of a camera with a yellow exclamation mark below it.
- Identifier (SSN or Phone):** A text input field.
- Transmitter ID:** A dropdown menu currently showing "NONE".
- ER Pendant ID:** A dropdown menu currently showing "NONE".
- Room Number:** A text input field.
- Admit Date:** A date and time selector showing "27-Dec- 2005 16:12:39".
- Comment:** A text input field.
- Currently Admitted (click name to select or deselect):** A table with columns for "Name", "Transmitter ID", and "Admit Date". The table is currently empty.

At the bottom of the window, there is a checkbox labeled "Include Photo...", and two buttons labeled "Add" and "Done".

The 6.78 STAT transmitter actively monitors the status of its battery. When the transmitter battery is low the transmitter will trigger an audible and visual alert at Secure Care Software. A "Low Battery Alert" will be displayed on the computer. The transmitter will have to be replaced even if the engraved expiration date has not yet been reached. All transmitters must be removed from service after the engraved expiration date. Failure to do so will adversely affect performance of the system.



## SECTION 7      SAMPLE LETTER FOR RESIDENT'S FAMILIES

### Sample letter for facility to use on their letterhead for resident's families

Our facility has installed the Secure Care System, an innovative electronic monitoring system for residents who may tend to wander from the safety of our building. This new technology will allow us to care for confused ambulatory residents without sacrificing their freedom of mobility or their quality of life.

Residents who need close supervision, either because of Alzheimer's Disease, dementia, or just a tendency to wander and become disorientated, wear a lightweight, waterproof ankle or wrist bracelet which is worn 24 hours a day and contains a radio transmitter. If the resident wanders through a monitored exit, an alarm is triggered at the exit and/or a central nurse station panel. The staff immediately returns the resident to the safety of the facility, thereby preventing what may have been a life-threatening incident.

Our wandering residents are often physically able to leave the building accompanied by staff, but if they get outside alone they become too confused to find their way back. The Secure Care System will allow our residents the freedom to wander without the fear that they will wander too far. The system will not only give our wandering residents new freedom, but also give our staff more time to care for all residents. It's a real advance for the long-term care facility.

The physically active resident who suffers from Alzheimer's Disease, disorientation or dementia has long been a major concern to nursing homes. In the past, safety measures have included physical or chemical restraints or around the clock supervision.

The Secure Care System allows us to provide quality care for the elderly population. It is a dignified and safe method of providing a secure environment for your loved one. If you would prefer that we not place a transmitter on your family member, please indicate so in writing below.

---

Administrator or DON

---

Family Member

# SECTION 8 FCC COMPLIANCE STATEMENTS

FCC ID: KNK678MHZ

This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions:

- (1) This device may not cause harmful interference and
- (2) This device must accept any interference received, including interference that may cause undesired operation

## Information to User

Changes or modifications to the transmitter not expressly approved by Secure Care Products, LLC. may void the user's authority to operate the Model 6.78 System Transmitter.

<b>Secure Care Products, LLC</b>	
<i>Concord, New Hampshire USA</i>	
<b>Compliance Information Statement</b>	
Conforming Product Name :	<b>6.78MHz Transmitters</b>
Conforming Model or Part Number :	<b>A20180900, A20180910, A21180900 A20180925, A20180920, A21180910, A21180911</b>
Manufacturer and Responsible Party :	Secure Care Products, LLC 39 Chenell Drive Concord, New Hampshire 03301 USA

**This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.**

Chris Stevens

*Name of Responsible Person*

Engineering Manager

*Company Title or Position*

ON FILE

Authorized Signature

02/05/14

Date

A00020666 Rev C

## SECTION 9 GENERAL PRODUCT WARRANTY STATEMENT

BY PERMITTING INSTALLATION OR BY MAKING USE OF ANY PRODUCT OR SERVICE DESIGNED OR MANUFACTURED BY SECURE CARE PRODUCTS, LLC. ("SECURE CARE") (INCLUDING SUPPORT SERVICES, MAINTAINED SOFTWARE AND MAJOR RELEASES, WHETHER OR NOT IT IS COVERED BY ANY SOFTWARE MAINTENANCE OR LICENSE AGREEMENT) ("THIS PRODUCT"), YOU ACKNOWLEDGE THAT YOU HAVE READ ALL THE TERMS AND CONDITIONS OF THIS GENERAL PRODUCT WARRANTY STATEMENT, THAT YOU UNDERSTAND THEM, AND THAT YOU AGREE TO BE BOUND BY THEM. YOU UNDERSTAND THAT, IF YOU PURCHASED THIS PRODUCT FROM ANY AUTHORIZED DISTRIBUTOR OF SECURE CARE, THAT DISTRIBUTOR IS NOT SECURE CARE'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES OR TO AGREE TO ANY TERMS OR CONDITIONS WHICH ARE DIFFERENT FROM ANYTHING EXPRESSLY SET FORTH IN THIS GENERAL PRODUCT WARRANTY STATEMENT.

If you do not agree to the terms and conditions of this General Product Warranty Statement, do not permit the installation or make use of this Product and promptly return this Product to the place where you obtained it for a full refund. If you have any difficulty obtaining a refund, please contact Secure Care at the telephone number provided in Section 2.B below.

### 1. Notices

A. ALL LOCKS USED WITH THE SECURE CARE SYSTEM ARE DESIGNED, MANUFACTURED, LABELED AND DELIVERED SOLELY BY AN INDEPENDENT VENDOR OVER WHOM SECURE CARE HAS NO CONTROL AND FOR WHOSE ACTIONS OR FAILURES TO ACT SECURE CARE DISCLAIMS ALL RESPONSIBILITY. REGARDLESS OF WHETHER THE LOCKS CARRY SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE, SECURE CARE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NON-INFRINGEMENT. SECURE CARE ALSO DISCLAIMS ALL OBLIGATIONS WITH RESPECT TO THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM THAT MIGHT OTHERWISE ARISE OR BE IMPLIED FROM THE FACT THAT SUCH LOCKS CARRY SECURE CARE'S LOGO OR NAME OR ANY OTHER TRADEMARK, SERVICE MARK OR TRADE NAME USED OR CLAIMED BY SECURE CARE OR FROM THE DELIVERY OR INSTALLATION OF THE LOCKS WITH SECURE CARE SOFTWARE, PARTS AND/OR PRODUCTS OR FROM A COURSE OF DEALING OR USAGE IN TRADE. ALL RESPONSIBILITY FOR DESIGNING, MANUFACTURING, LABELING AND WARNING OF HIDDEN DEFECTS OR DANGERS IN THE LOCKS AND/OR THEIR USE WITH AND OPERATION IN THE SECURE CARE SYSTEM RESTS EXCLUSIVELY WITH THE INDEPENDENT VENDOR, AND ANY CLAIMS, COSTS, DAMAGES OR LIABILITIES ARISING FROM THE LOCKS AND/OR THEIR USE WITH OR OPERATION IN THE SECURE CARE SYSTEM SHALL BE MADE SOLELY AGAINST THE INDEPENDENT VENDOR.

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E. Secure Care's system is driven by software. However, the performance and reliability of any software-driven system depends on adequately maintaining the recommended minimum configuration of computing platform, operating systems and applications programs and on regularly performing industry-standard and application-specific backup processes. If recommended minimum configurations of computing platform, operating systems, and applications programs are not adequately maintained, or if appropriate backups are not regularly performed, the software may not drive the system as intended. Secure Care cannot be responsible for operational problems caused by a failure to perform these maintenance and backup procedures.

F. Secure Care does not authorize, and strongly recommends against, any installation or field replacement of software, parts or products by untrained contractors or facility staff. Such work can be hazardous, can render the system ineffective and will void any Secure Care warranty or liability that might otherwise relate to the system.

Before any software, parts or products, which have been designed and manufactured by Secure Care can be safely installed, set-up, tested, supported, maintained or repaired, technical training in accordance with standards established by Secure Care is required. Regardless of how Secure Care's software, parts or products are obtained, they should not be installed, set-up, tested, supported, maintained or repaired by any person who has not satisfactorily completed that technical training (a "qualified service technician".) When Secure Care's software, parts or products are sold separately from installation

services, it is assumed that only a qualified service technician will conduct any installation, set-up, testing, support, maintenance or repair involving that software, part or products.

**G.** It is important that any installation, set-up, testing, support, operation, maintenance, repair or use involving the system comply with all local and national electrical and life safety codes. If you have any questions about compliance with those codes, please contact your local authorities.

**H.** Secure Care receives and responds to telephone and dial-in inquiries (the "Help Line") about its software, parts and products for the purpose of discussing users' experiences with Secure Care's system, helping users better understand how their systems work, and providing ideas about what may be causing difficulties. However, Secure Care cannot accurately diagnose the cause of any problems or give complete instructions on how to fix problems over the telephone or Internet. The only way to assure that software, parts or products are installed, set-up, tested, supported, maintained or repaired correctly or that a Secure Care system is functioning properly is to have it examined on site by a qualified service technician. In addition, Secure Care software, parts and products cannot be operated or used correctly by anyone who has not successfully completed Secure Care in-service training. Secure Care's Help Line is not a substitute for on-site diagnosis and servicing by a qualified service technician or for successful completion of Secure Care in-service training. Secure Care strongly recommends that any installation, set-up, testing, support, replacement, maintenance or repair of a system that is performed by a person who has not satisfactorily completed technical training in accordance with standards established by Secure Care be immediately checked on-site by a person who has completed that technical training.

**WARNING: EVEN SLIGHT MODIFICATIONS TO THE SYSTEM OR CHANGES IN THE OPERATING ENVIRONMENT MAY CAUSE SECURE CARE'S SYSTEM TO MALFUNCTION. THE ONLY WAY TO ASSURE THAT SECURE CARE'S SYSTEM HAS BEEN INSTALLED, SET-UP, TESTED, SUPPORTED, MAINTAINED, AND REPAIRED CORRECTLY IS TO HAVE A QUALIFIED SERVICE TECHNICIAN DO THE WORK.**

**I.** Secure Care's software, parts and products have been designed to augment a facility's reasonable procedures for protecting residents, patients, and residents. However, no system or combination of procedures and equipment can eliminate all risk or assure complete security. Secure Care's system is not intended as a substitute for the careful identification and monitoring of residents, patients, and residents by a facility's professional staff.

## **2. Limited Warranty**

**A.** Subject to the limitations set forth in this general product warranty statement (as amended from time to time by Secure Care in its absolute discretion), and unless a different period is specified in writing by Secure Care for a particular product or service, Secure Care warrants that this product (subject to Secure Care's specified tolerances and excluding any expendable items), if sold by Secure Care to an authorized Secure Care distributor, shall conform to the specifications which accompany this product for a period of one (1) year from the date of delivery of this product by Secure Care to a common carrier, f.o.b. Secure Care's manufacturing facility in Concord, New Hampshire or, in the case of services, from the date of first provision of such services. This warranty does not extend to and is not for the benefit of any person other than an authorized Secure Care distributor who purchases this product from Secure Care, any sub-distributor thereof and/or the customer to whom this product is first provided for use, by Secure Care, an authorized Secure Care distributor or any sub-distributor thereof. In the event that this product does not comply with this warranty, Secure Care will, at its option, either repair or replace this product or refund the purchase price, provided that this product is returned as provided in section 2.b below. Replacement of this product under warranty will not extend the original warranty period.

Secure Care will also, at its option, either repair or replace this Product after the warranty has expired, for an additional charge, provided that this Product is returned as provided in Section 2.B below. If Secure Care repairs or replaces this Product after the warranty has expired, the terms of the warranty set forth in this Section 2.A for a new Product will apply to the repaired or replaced Product, with the exception that the term will run for ninety (90) days from the date of repair or replacement.

Repair may include the replacement of parts and products with functionally equivalent, reconditioned parts or products. Any part or product replaced by Secure Care will become the property of Secure Care upon replacement.

**B.** Warranty service is available by contacting Secure Care at 800-451-7917 and obtaining a Return Authorization Number. No Product may be returned to Secure Care without first obtaining a Return Authorization Number. When this Product is returned to Secure Care, please include the Return Authorization Number and a detailed written description of

the problem. Issuance of a Return Authorization Number by Secure Care will not constitute an admission that there is a problem with the Product being returned, that any problem is covered by warranty or that Secure Care has any responsibility to repair, replace, make refunds for or pay claims, costs, damages or liabilities connected with the Product being returned.

**NOTE: Transmitters are not repaired, nor is the warranty extended, beyond the expiration date.**

If this Product is returned to Secure Care for any reason, you will retain title (unless and until a part or product is replaced, in which case you will obtain title to the replacement part or product at the time of replacement), the risk of loss, and the obligation to pay all costs of shipping, storage and other charges and obligations relating to this Product.

C. Except as stated in this section 2, Secure Care disclaims all warranties, express or implied, with respect to the whole or any part of this product, including, without limitation, all implied warranties of merchantability, fitness for a particular purpose, title and/or non-infringement. Secure Care also disclaims all obligations that might otherwise arise or be implied from a course of dealing or usage in trade.

### **3. Limitations of Liability**

A. Regardless of the form of any claim or action, Secure Care's total liability to all persons, whether singly or together, for all occurrences combined, for claims, costs, damages or liabilities based on any cause whatsoever and arising from or in connection with this product, or the manufacture, distribution, promotion, sale, installation, set-up, testing, support, maintenance, operation, servicing, use or performance of this product, or from or in connection with any delay or failure in providing this product, shall not exceed the aggregate price (without interest) paid to Secure Care for this product.

B. In no event shall Secure Care be liable to anyone for any loss of data, loss of profits or loss of use of this product or any equipment, or for any special, incidental, consequential, exemplary, punitive, multiple, or other damages, arising from or in connection with the manufacture, distribution, promotion, sale, installation, set-up, testing, support, maintenance, operation, servicing, use or performance of this product or from or in connection with any delay or failure in providing or delivering this product.

C. In no event shall Secure Care be liable to anyone for any claims, costs, damages or liabilities caused by: (i) any distributor's failure to perform its obligations and responsibilities under a distributor agreement with Secure Care; (ii) improper or defective promotion, distribution, sale, installation, set-up, testing, support, maintenance or repair of this product, including work performed, without Secure Care's prior written consent in its absolute discretion, by a person who has not satisfactorily completed Secure Care technical training, or in a manner not consistent with Secure Care technical training; (iii) improper or defective operation or use of this product by a person who has not successfully completed Secure Care in-service training, or in a manner not consistent with Secure Care in-service training; (iv) supply of this product by a distributor for use in, or the use of this product in, any system or configuration not designed to Secure Care standards or in which a distributor or any third party has substituted materials and/or goods not specified by Secure Care; or (v) deterioration of this product during storage.

D. You agree to indemnify and hold Secure Care harmless from all claims, costs, damages and liabilities asserted by anyone for any damages that are excluded and waived, or are intended to be excluded and waived, by this section 3, or which are imposed by law on behalf of anyone but which are not expressly stated in this general product warranty statement.

E. The exclusions, waivers and limitations on claims, costs, damages and liabilities and any rights of indemnification set forth in this Section 3 shall be enforceable to the maximum extent allowed by law and shall not be expanded or negated in any respect by Secure Care's operation of a "help line" to receive and respond to telephone or dial-in inquires about this product, by any communications through that "help line" or by any actions taken by anyone following communications with Secure Care over such "help line."

### **4. Governing Law and Arbitration**

A. This General Product Warranty Statement, and all questions arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of laws



provisions thereof, and excluding the United Nations Convention on contracts for the international sale of goods, the 1974 convention on the limitation period on the international sale of goods (the “1974 convention”), and the protocol amending the 1974 convention, done at Vienna April 11, 1980.

**B.** Any dispute, controversy or claim arising out of or relating to this general product warranty statement shall be resolved by arbitration. Regardless of the amount in dispute, the arbitration shall be conducted by a single arbitrator selected by the parties or, if they cannot agree, by a single arbitrator selected in accordance with the commercial arbitration rules of the American Arbitration Association without regard to the amount in dispute. The arbitration shall be conducted in English, in accordance with the commercial arbitration rules of the American Arbitration Association, in Concord, New Hampshire. The decision of the arbitrator shall be binding and enforceable by any state or federal court in New Hampshire, and you hereby consent to the personal jurisdiction of any state or federal court in New Hampshire for that purpose. The expense of the arbitration (excluding each side’s own attorneys’ fees, costs, and related expenses) shall initially be paid in equal shares by each side, but the total of such expenses plus any award of attorneys’ fees, cost and expenses shall finally be paid by the parties as the arbitrator determines. Nothing in this section 4.b shall preclude Secure Care from seeking provisional or equitable relief from any appropriate court to protect its rights prior to, pending or in the absence of such arbitration proceedings.

## **5. Severability**

The invalidity or unenforceability of any provision of this General Product Warranty Statement shall not affect the validity or enforceability of any other provision hereof.

## **6. Waiver**

No term or condition of this General Product Warranty Statement may be waived except in writing signed by Secure Care. A waiver on one or more occasions of any term or condition of this General Product Warranty Statement shall not constitute or be deemed to be a waiver of such term or condition on any other occasion. No delay or failure of Secure Care to exercise any right or remedy under this General Product Warranty Statement will operate as a waiver thereof; no failure to enforce or insist upon compliance with any provision of this General Product Warranty Statement on any one occasion shall be deemed to be a waiver of Secure Care's right to do so on another occasion; and no course of dealing will constitute a waiver, alteration, limitation or expansion of any of the parties' rights and obligations under this General Product Warranty Statement.

Revised 01/22/14



**NOTES:**