



Alcor Member Check-In Service Enrollment

Member Information			
First Name		Last Name	
Phone number		Nickname / preferred name	
Street Address			
City, State, Zip			

Mobile App Information			
Mobile App ?	Y	N	Smart Phone Carrier
<p>The mobile app requires a smart phone to operate and the number must match the one listed above. It offers the ability to opt out of your daily call, declare an emergency, and more. Once your account has been set up, you will receive instructions on how to download and set up your mobile capabilities.</p>			

Call Details				
You will be called once per day unless you opt out for that day through the mobile app	Time zone		Start Date	
	Preferred time			

Emergency Contacts			
<p>If the check-in service is unable to get in touch with you after several tries, an emergency contact will then be called. This can include a friend, family member, neighbor, etc. It should be someone who is able and willing to check in on you if there is no answer. If the emergency contact does not answer, the call service will leave a message and call the next person on your list. <u>At least one emergency contact is required.</u></p>			
Full Name		phone #	
Full Name		phone #	
Full Name		phone #	
Full Name		phone #	
Full Name		phone #	
Full Name		phone #	



Sage Life Technologies, LLC
923 S Sparks St.
State College, PA 16801



Legacy Security Services Inc.
1 Cessna Court
Greenville, SC 29607

ALCOR MEMBER CARE CALLS AGREEMENT Acct. #: LO-xxxx Date / /

SUBSCRIBER			
NAME: _____	ADDRESS: _____		
CITY: _____	State _____	Postal code: _____	Phone # _____

RELATIONSHIP BETWEEN SAGE LIFE TECHNOLOGIES, LLC AND LEGACY SECURITY SERVICES INC:
LEGACY SECURITY SERVICES IS IN THE BUSINESS OF 24/7 ALARM MONITORING FOR SECURITY AND PERSONAL EMERGENCY RESPONSE SYSTEMS AND RUNS STATE OF THE ART FACILITIES PROVIDING LIVE OPERATOR DAILY AND MULTIPLE DAILY CHECK IN CALL SERVICES WITH CUSTOMIZED NOTIFICATION TO END CUSTOMERS ("SUBSCRIBERS"). SAGE LIFE TECHNOLOGIES IS A DEALER AGENT AND RESELLER OF SERVICES FOR LEGACY SECURITY SERVICES. CALL CENTER OPERATORS AND MONITORING STAFF ARE EMPLOYEES OR AGENTS OF LEGACY SECURITY SERVICES, NOT SAGE LIFE TECHNOLOGIES.

RELATIONSHIP BETWEEN ABOVE MENTIONED SERVICE PROVIDERS AND ALCOR LIFE EXTENSION FOUNDATION: ALCOR LIFE EXTENSION INTENDS TO CONTRACT LEGACY SECURITY INC AND SAGE LIFE TECHNOLOGIES LLC, FOR SERVICES OFFERED TO ALCOR'S MEMBERS &/OR AFFILIATES. BY ENTERING THIS CONTRACT WITH LEGACY SECURITY INC THE SUBSCRIBER AUTHORIZES THE ABOVE LISTED SERVICE PROVIDERS TO SHARE SPECIFIC SUBSCRIBER INFORMATION DIRECTLY & SECURELY WITH ALCOR LIFE EXTENSION FOUNDATION STAFF FOR THE PURPOSE OF ACCOUNT CREATION AND ONGOING MANAGEMENT. THIS AUTHORIZATION DOES NOT IMPLY OR CREATE ANY OBLIGATION ON ALCOR FOUNDATION TO RECEIVE, USE, MONITOR, STORE, OR ACT OR NOT ACT IN ANY WAY TO SUCH MEMBER INFORMATION AS MAY BE SHARED WITH ALCOR RELATED TO THE SUBSCRIBER'S ACCOUNT OR SERVICE ACTIVITIES.

THIS AGREEMENT IS MADE ON THE DATE SHOWN ABOVE, BY AND BETWEEN LEGACY SECURITY SERVICES, (LEGACY) AND SUBSCRIBER SHOWN ABOVE ("SUBSCRIBER"). SUBSCRIBER IS SOMETIMES REFERRED TO AS "YOU" OR "YOUR". LEGACY IS SOMETIMES REFERRED TO AS 'WE,' 'US' OR 'OUR.' THE "PREMISES" IS THE ADDRESS OF THE SUBSCRIBER SHOWN ABOVE.

1. **TERMS AND RENEWAL:** THE TERM OF THIS AGREEMENT IS THIRTY (30) DAYS AND SHALL AUTOMATICALLY RENEW FROM MONTH TO MONTH THEREAFTER. YOUR CARE CALL SERVICE CHARGES WILL NOT BEGIN UNTIL THE FIRST DAY OF YOUR CARE CALLS. YOU MAY TERMINATE THIS AGREEMENT AT ANY TIME BY CONTACTING YOUR DEALER AGENT SAGE LIFE TECHNOLOGIES, (WWW.SAGEMINDER.COM). EXCEPT AS OTHERWISE PROVIDED BY LAW, THE TERMINATION DATE IS THE LAST DATE OF YOUR THEN CURRENT 30 DAY PERIOD IN WHICH TERMINATION NOTICE IS MADE. SAGE LIFE TECHNOLOGIES WILL FULLY REFUND MONIES THAT YOU HAVE PAID FOR SERVICE TO BE PERFORMED AFTER THE TERMINATION DATE.

YOU MAY TERMINATE THIS AGREEMENT AT ANY TIME BY CONTACTING YOUR SALES AGENT. YOU WILL NOT BE BILLED FOR ANY SERVICE FEES SUBSEQUENT TO THE TERMINATION DATE.

ACKNOWLEDGEMENTS: BY SIGNING THIS AGREEMENT YOU (I) AGREE THAT THIS IS A BINDING AGREEMENT AND INCLUDES THE TERMS AND CONDITIONS ON THE SUBSEQUENT PAGES 2 – 3; (II) AGREE TO THE LIMITATIONS OF LIABILITY AND INDEMNITY PARAGRAPHS OF THE AGREEMENT; AND (III) ACKNOWLEDGE HAVING RECEIVED AND READ A COPY OF THE ENTIRE AGREEMENT BEFORE SIGNING.

NO WARRANTIES: THERE ARE NO WARRANTIES EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR SUBSEQUENT PAGES, 2-3 HEREOF, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE FIRST SHOWN ABOVE.

LEGACY SECURITY, INC.

BY _____ (sales rep)

Approved: _____ (authorized Rep.)

SUBSCRIBER

Signature: _____

Print: _____

2. **CARE CALL SERVICE:** CARE CALL SERVICE CONSISTS OF LEGACY CALL CENTER SERVICE PERSONAL CALLING UPON THE SUBSCRIBER AT PRE-ARRANGED TIMES OF DAY, ASKING THE SUBSCRIBER PRE-ARRANGED QUESTIONS, AND CALL CENTER PERSONAL TAKING ACTIONS TO NOTIFY OTHER PRE-AGREED PERSONS, AGENCIES, OR ENTITIES IDENTIFIED BY SUBSCRIBER IN WRITING AS APPROPRIATE TO THE SPECIFIC WRITTEN DIRECTION AND / OR ORAL REQUESTS OF INDIVIDUAL(S) ANSWERING THE CARE CALLS AT THE SUBSCRIBER'S PREMISES. ENTITIES CAN INCLUDE LOCAL EMERGENCY RESPONSE SERVICE PROVIDERS, IF SO ELECTED BY SUBSCRIBER. CARE CALL SERVICES CAN FURTHER INCLUDE CALL CENTER PERSONAL NOTIFYING THE OTHER PRE-AGREED PERSONS, AGENCIES, OR ENTITIES IDENTIFIED BY SUBSCRIBER IN WRITING TO LEGACY UPON THE CALL CENTER'S INABILITY TO RECEIVE AN ANSWER FROM SUBSCRIBER WITHIN A PRE-AGREED AMOUNT OF TIME ELAPSED PAST THE SCHEDULED CARE CALL. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT (A) FOLLOWING A RESPONSE CONDITION BUT BEFORE NOTIFYING ANY RESPONDERS, LEGACY MAY IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, CONTACT OR ATTEMPT TO CONTACT THE PREMISES AS FREQUENTLY AS LEGACY DEEMS APPROPRIATE TO VERIFY THE NEED TO ALERT THE PERSONS, AGENCIES, OR ENTITIES OF THE RESPONSE CONDITION, (B) AFTER RECEIVING ORAL ADVICE FROM ANYONE AT THE SUBSCRIBER'S PREMISES TO DISREGARD THE RESPONSE CONDITION AND (C) AFTER RECEIVING AN ORAL REQUEST FROM ANYONE AT THE PREMISES TO NOTIFY EMERGENCY RESPONSE PERSONAL, LEGACY WILL TELEPHONE EMERGENCY RESPONSE PERSONAL UPON SUCH ORAL REQUEST.

3. **LIMITATION OF LIABILITY** SUBSCRIBER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT SHOULD THERE ARISE ANY LIABILITY ON THE PART OF LEGACY OR ITS OFFICERS, DIRECTORS, OWNERS, AND EMPLOYEES, AGENTS, OR SUBCONTRACTORS (COLLECTIVELY, "REPRESENTATIVES") FOR ANY PROPERTY LOSS OR DAMAGE, PERSONAL INJURY, HEALTH RELATED EVENT, OR OTHER LOSS, DAMAGE OR EXPENSE DUE TO ANY REASON, INCLUDING, WITHOUT LIMITATION OR EXAMPLE, ITS OR THEIR ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE THAT OCCURS BEFORE OR AFTER THE SIGNING OF THIS AGREEMENT, OR FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, ALL SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$400 COLLECTIVELY FOR LEGACY AND ITS REPRESENTATIVES. IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, AS A MATTER OF RIGHT, OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD LEGACY OR REPRESENTATIVES AS AN INSURER.

4. **INDEMNIFICATION** IF ANYONE OTHER THAN YOU, INCLUDING, WITHOUT LIMITATION, YOUR INSURANCE COMPANY, ASKS LEGACY OR ITS REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, COST OR EXPENSE (INCLUDING WITHOUT LIMITATION, ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO ANY REASON INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF LEGACY OR ITS REPRESENTATIVES, OR THERE IS A CLAIM AGAINST LEGACY OR ITS REPRESENTATIVES FOR SUBROGATION, INDEMNIFICATION, OR CONTRIBUTION, YOU AGREE TO PAY (WITHOUT ANY CONDITION THAT LEGACY OR ITS REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES WHICH MAY BE ASSERTED AGAINST OR INCURRED BY LEGACY OR ITS REPRESENTATIVES.

5. **START OF SERVICES** CARE CALL SERVICES WILL COMMENCE PROMPTLY UPON (A) THE NECESSARY INFORMATION PROVIDED BY SUBSCRIBER BEING ENTERED INTO LEGACY'S CALL CENTER COMPUTER SYSTEM, AND (B) RECEIPT OF THIS AGREEMENT SIGNED BY YOU EITHER ELECTRONICALLY OR IN HARD COPY.

6. **FORCED ENTRY** LEGACY AND ITS REPRESENTATIVES MAY BE NOTIFYING PERSONS, AGENCIES OR ENTITIES, AND ADVISING THEM OF A NEED TO RESPOND TO THE SUBSCRIBER'S PREMISES FOR WHAT MAY OR MAY NOT BE AN EMERGENCY CONDITION. YOU SHALL (I) PAY WITHOUT REIMBURSEMENT FROM LEGACY, OR (II) REIMBURSE LEGACY, FOR ANY FINES, FEES, COSTS, EXPENSES, OR PENALTIES ASSESSED AGAINST YOU OR LEGACY BY ANY COURT OR GOVERNMENTAL AGENCY. YOU MUST PROVIDE ACCESS TO THE PREMISES TO RESPONDERS. IF YOU DO NOT PROVIDE ACCESS, RESPONDERS MAY USE FORCIBLE MEANS TO ENTER THE PREMISES WHICH MAY CAUSE DAMAGE TO THE PREMISES. ALL SUCH COSTS AND EXPENSES FROM ANY DAMAGE SHALL BE BORNE SOLELY BY YOU WITHOUT ANY RECOURSE TO LEGACY OR ITS REPRESENTATIVES. LEGACY HAS NO CONTROL OVER RESPONSE TIMES FOR RESPONDERS AND YOU HEREBY RELEASE LEGACY AND RESPONDERS FOR AND FROM ALL CLAIMS, LOSSES OR DAMAGES THAT MAY ARISE FROM ANY FORCIBLE ENTRY INTO THE PREMISES OR ANY DELAYED RESPONSE BY RESPONDERS.

7. **MEDICAL OR RELATED EXPENSES** YOU SHALL BE OBLIGATED FOR AND AGREE TO PAY ALL COSTS AND EXPENSES INCURRED ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO OR AS A CONSEQUENCE OF USE OF THE CARE CALLS INCLUDING WITHOUT LIMITATION OR EXAMPLE, EMERGENCY MEDICAL TECHNICIAN SERVICES, AMBULANCE, SERVICES, PHYSICIAN, MEDICAL CENTER, HOSPITAL, OR OTHER MEDICAL SERVICES WITHOUT RECOURSE TO LEGACY OR ITS REPRESENTATIVES.

8. **BINDING AGREEMENT** THIS AGREEMENT IS BINDING ON THE SUBSCRIBER'S HEIRS, SURVIVORS AND ADMINISTRATORS. THE INTERPRETATION OF THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST THE DRAFTER.

9. **ASSIGNMENT** THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR A PORTION THEREOF IS ASSIGNABLE BY LEGACY IN ITS SOLE DISCRETION.

10. **SUSPENSION OF SERVICE.** YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT LEGACY AND ITS REPRESENTATIVES' OBLIGATIONS ARE WAIVED AUTOMATICALLY WITHOUT NOTICE AND YOU RELEASE EACH OF THEM FOR ALL LOSS DAMAGE AND EXPENSE IN THE EVENT OF (I) A DEFAULT OR BREACH OF THIS AGREEMENT BY YOU OR (II) LEGACY'S CALL CENTER COMMUNICATIONS EQUIPMENT, NETWORK OR SERVICES ARE DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION FOR ANY REASON WHATSOEVER, OR (III) FOR ANY OTHER REASON OR CAUSE BEYOND LEGACY'S REASONABLE CONTROL. IN EACH EVENT FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE YOU SHALL BE ENTITLED TO REIMBURSEMENT OF THE UNEARNED CHARGE PAID FOR THE PERIOD OF INTERRUPTION ON YOUR REQUEST, AND THIS SHALL BE THE LIMIT OF LEGACY'S LIABILITY.

11. **SUSPENSION OR TERMINATION OF SERVICE** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND US CONCERNING THE TRANSACTIONS DESCRIBED IN THIS AGREEMENT AND SUPERSEDES ALL PRIOR OR CURRENT NEGOTIATIONS, COMMITMENTS, CONTRACTS, EXPRESS OR IMPLIED WARRANTIES, EXPRESS OR IMPLIED, STATEMENTS AND REPRESENTATIONS, WRITTEN OR ORAL, PERTAINING TO SUCH MATTERS, ALL OF WHICH ARE MERGED INTO THIS AGREEMENT. **NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. EACH PARTY REPRESENTS THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT, WHICH IS NOT EXPRESSED IN THIS AGREEMENT.** ALL CHANGES OR AMENDMENTS TO THIS AGREEMENT MUST BE IN WRITING AND SIGNED BY THE PARTIES TO BE BINDING ON THE PARTIES NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY. LEGACY MAY, IN ITS SOLE DISCRETION TERMINATE THIS AGREEMENT WITH OR WITHOUT CAUSE AND WITHOUT ANY LIABILITY WHATSOEVER, UPON THIRTY (30) DAYS NOTICE TO THE SUBSCRIBER.

12. **VALID AGREEMENT** SHOULD ANY PROVISION OF THIS AGREEMENT (OR PORTION OF IT), OR ITS APPLICATION TO ANY CIRCUMSTANCES BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS THEY BIND YOU TO LEGACY.

13. **INTENDED THIRD PARTY BENEFICIARIES** YOU ACKNOWLEDGE, UNDERSTAND AND AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUBCONTRACTORS ENGAGED BY LEGACY TO PROVIDE ANY SERVICE SET FORTH HEREIN TO YOU, AND BIND YOU TO SUBCONTRACTOR(S) WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO LEGACY.

14. **WAIVER OF JURY TRIAL** EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING BROUGHT BY EITHER PARTY ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, OR AS A CONSEQUENCE OF THIS AGREEMENT.

15. **CONTRACTUAL LIMITATION OF ACTIONS** ALL CLAIMS ACTIONS OR PROCEEDINGS BY OR AGAINST LEGACY AND/OR ITS REPRESENTATIVES MUST BE COMMENCED IN COURT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED, WITHOUT JUDICIAL EXTENSION OF TIME, OR SAID CLAIM, ACTION OR PROCEEDING IS BARRED. THE TIME PERIOD IN THIS PARAGRAPH MUST BE STRICTLY COMPLIED WITH.

16. **RECORDING CONSENT** YOU FOR YOURSELF AND AS AUTHORIZED AGENT OF YOUR FAMILY, GUESTS, AGENTS, SERVANTS, REPRESENTATIVES AND EMPLOYEES (INDIVIDUALLY AND COLLECTIVELY, "ANY PERSON") HEREBY CONSENT TO LEGACY INTERCEPTING, RECORDING, RETRIEVING, REVIEWING, COPYING, USING AND DISCLOSING THE CONTENTS OF ALL TELEPHONE, WIRE, ORAL, ELECTRONIC AND OTHER FORMS OF TRANSMISSION OR COMMUNICATION TO WHICH LEGACY AND YOU OR ANY PERSON ARE PARTIES.

17. **AGREEMENT HEADINGS** THE HEADINGS OF THE PARAGRAPHS IN THIS AGREEMENT ARE INSERTED FOR CONVENIENCE OR REFERENCE ONLY AND SHALL IN NO WAY AFFECT THE INTERPRETATION OF THE PROVISIONS OF THIS AGREEMENT.

18. **ELECTRONIC MEDIA** SUBSCRIBER AGREES THAT A COPY OF (A) THIS AGREEMENT, AND (B) ANY AMENDMENTS OR INFORMATION RELATED TO THIS AGREEMENT, AND (C) THE SIGNATURES AFFIXED HERETO OR THERETO TRANSMITTED AND DELIVERED BY FACSIMILE OR ELECTRONIC MAIL SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL DOCUMENT. IN ADDITION, SUBSCRIBER AGREES THAT LEGACY MAY SCAN OR OTHERWISE CONVERT THIS AGREEMENT INTO AN ELECTRONIC AND/OR DIGITAL MEDIA FILE, AND THAT A COPY OF THIS AGREEMENT OR THE ELECTRONIC DATA FILE PRODUCED FROM ANY SUCH ELECTRONIC OR DIGITAL MEDIA FORMAT MAY SERVE AND BE GIVEN THE SAME LEGAL FORCE AND EFFECT AS THE ORIGINAL.

19. **JURISDICTION AND VENUE** ANY SUIT, ACTION OR OTHER PROCEEDING IN CONNECTION WITH THIS AGREEMENT SHALL BE BROUGHT EXCLUSIVELY IN THE COURT OF COMMON PLEAS OF GREENVILLE COUNTY, SOUTH CAROLINA WITHOUT ANY RIGHT OF REMOVAL. EACH PARTY CONSENTS TO THE EXCLUSIVE JURISDICTION OR VENUE OF SUCH COURT.