

Nomadix[®] Alerts

Product Terms of Use

These Product Terms of Use (“Terms”) are a part of the Nomadix End User License Agreement (“[EULA](#)”). Both the EULA and these Terms are applicable to the use of the Nomadix Alerts Product (“Product”) by the entity, including but not limited to hospitality entities, which has purchased and licensed the Product (the “End User”).

ANY USE OF THE PRODUCT IS SUBJECT TO AND CONDITIONED UPON AGREEMENT TO AND COMPLIANCE WITH THESE TERMS. BY USING THE PRODUCT, YOU AS END USER SIGNIFY YOUR CONSENT ON YOUR OWN BEHALF AND ON BEHALF OF YOUR PERMITTED USER(S) TO BE BOUND TO THESE TERMS, AND THAT YOU HAVE THE LEGAL CAPACITY TO SO BIND THE PERMITTED USER(S).

In the event of any conflict between the EULA and these Terms, the provision(s) in these Terms shall prevail.

The Product provided by Nomadix consists of the Alert Device (“Device”), the documentation (“Documentation”), and the Product Portal (“Portal”).

Obligations of the End User

The End User acknowledges and agrees the End User is responsible for ensuring that:

1. The Product has been installed, configured, and tested as provided in the Documentation.
2. The computer and device network (“Network”) provided by the End User at the End User’s site has been designed, installed, and configured in a manner in full compliance with accepted standards regarding such networks, including power (and backup power).
3. Each user permitted by End User, whether an employee of End User or third party authorized to use by the End User (collectively “Permitted User”) has been trained by End User in the proper care and use of such Device.
4. No modifications are made to the Product.
5. On a daily basis End User shall verify that the Devices provided to the End User’s Permitted Users are fully charged and fully functional and able to communicate with the Portal.
6. Each Permitted User shall be advised by the End User that the Device is not a personal medical alert or life saving device nor intended to be used to attend to their personal needs but solely to alert the End User to events, circumstances, or situations encountered by the Permitted User

(collectively “Events”) within the scope of employment or work requiring an immediate on-site response by End User supervisory personnel.

7. Every report of a Device malfunction shall be addressed by the End User in a timely manner.
8. The Portal has been configured by the End User to provide immediate alert notifications to the appropriate End User supervisory personnel responsible for the management and use of the Product and for the supervision of the Employees. In configuring the Portal, the End User agrees that its obligation shall be to ensure that the SMS alert messages generated by a Permitted User be directed to internal End User personnel designated by the End User and shall not be directed to any outside governmental or third party emergency notification or alert service (such as 911 or E911), it being agreed and understood that any same-time or subsequent contact with an emergency alert service shall be made by the End User at its discretion and which decision and action by the End User shall be without liability to Nomadix.
9. End User personnel shall immediately respond to every alert notification received from a Device.

End User agrees that Nomadix is not an insurer. While the Product is intended to provide a means for Permitted Users to seek assistance from the End User based upon the occurrence of Events, Nomadix does not guarantee that the Product will work in all circumstances. The Product is subject to Internet disruptions and End User network disruptions.

END USER AGREES TO RELEASE AND HOLD HARMLESS NOMADIX, ITS PARENT, AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR DAMAGES IN WHATEVER FORM INCLUDING BUT NOT LIMITED TO ANY CLAIMS, INCLUDING THIRD PARTY CLAIMS, FOR CONTRIBUTION, INDEMNITY OR SUBROGATION.