Please read these Terms and Conditions ("Terms of Service", "End User License Agreement", "EULA" or "Terms of Use") carefully before using the SeizAlarm Application, SeizAlarm, SeizAlarm App or the SeizAlarm Seizure Detection Application (together, or individually, the "Service" or "Services") operated by SeizAlarm, LLC ("us", "we" or "our").

The SeizAlarm Seizure Detection Application, when monitoring is enabled, alerts caregivers a help request (phone call, text message, email or any combination of these) if a potential seizure is detected either via erratic seizure-like motion and/or a low or elevated heart rate if heart rate based detection is enabled. Users can also request help via the use of the manual help buttons on the Watch or the iPhone application. The SeizAlarm application is intended to be used on Apple devices (Apple iPhone, Apple Watch).

New accounts receive a 2 week trial of the "Alerts" service which allows the user to manually or automatically (via seizure-like motion or heart rate detection) request help from emergency contacts. Once the trial ends, the user must subscribe to the "Alerts" service to continue to have the ability to request help. The "Alerts" service is an auto-renewing cost of $14.99/month or $149.99/year. SeizAlarm uses Apple’s built-in subscription system and because of this we do not handle transactions nor do we store any billing related data. The payment will be charged to the user’s iTunes Account at confirmation of purchase. Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal. Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user’s iTunes subscription manager after purchase. No cancellation of the current subscription is allowed during the active subscription period. Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication. The robust seizure log features require no subscription.

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2. CONSENT TO USE OF DATA

2.1. You agree that Application Provider may collect and use technical data (accelerometer, gyroscopic & heart rate) and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Licensed Application. Application Provider may use this information, as long as it is in a form that does not personally identify You or your emergency contacts, to improve its products or to provide services or technologies to You.

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guarantees the availability, accuracy, completeness, reliability, or timeliness of stock information or location data displayed by any Services.

3. PHONE CALLS, TEXT MESSAGES and AUTOMATED EMAILS

SeizAlarm provides a fee based service (at our sole discretion) in which SeizAlarm attempts to initiate contact with your listed emergency contacts via phone call, text message, email or any combination of these based on user settings. You agree to inform selected emergency contacts before setting them up within the SeizAlarm App. Your emergency contacts may be charged by their phone service carriers for calls placed to them, or text messages sent to them, initiated by SeizAlarm. SeizAlarm will not charge your emergency contacts, but SeizAlarm shall not be responsible for any charges your emergency contacts incur from receiving phone calls or text messages initiated by SeizAlarm.

4. INDEMNITY

You agree to indemnify and hold SeizAlarm, its founders, executives, agents, independent contractors, employees, parents, subsidiaries, affiliates, any related companies, its suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless from and against any and all claims, losses, damages, claims, judgments, penalties, interest, tax assessments, and expense arising from any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity arising out of (i) your use of the Services, (ii) your User Content, or (iii) your violation of this Agreement. SeizAlarm reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of SeizAlarm.

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