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## CONSUMER CELLULAR IRIS ALLY AGREEMENT

LAST UPDATED: September 4, 2025

BY ACCEPTING THIS CONSUMER CELLULAR IRIS ALLY AGREEMENT (HEREINAFTER THIS “**AGREEMENT**”) AND ACTIVATING YOUR CONSUMER CELLULAR IRIS ALLY DEVICE (“**IRIS ALLY**”), WHETHER YOU ARE THE IRIS ALLY WEARER (“**USER**”), OR THE INDIVIDUAL PURCHASING IRIS ALLY FOR THE USER (“**PAYER**” AND TOGETHER WITH USER, COLLECTIVELY REFERRED TO AS “**CUSTOMER**” OR “**YOU**”, UNLESS THE CONTEXT REQUIRES OTHERWISE), YOU AGREE TO THIS AGREEMENT WITH **CONSUMER CELLULAR, INCORPORATED** (“**CONSUMER CELLULAR**”), WHICH GOVERNS YOUR USE OF IRIS ALLY. YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO READ AND REVIEW THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT IN THEIR ENTIRETY, INCLUDING THE [DISCLAIMERS](#), [LIMITATIONS OF LIABILITY](#) AND [INDEMNIFICATION](#) PARAGRAPHS BELOW.

THIS AGREEMENT DOES NOT COVER THE [EMERGENCY CALL CENTER SERVICES](#) (AS DEFINED BELOW), ONLY THE IRIS ALLY DEVICE. BY ACCEPTING THE TERMS OF USE FOR THE EMERGENCY CALL CENTER SERVICES AND ACTIVATING THE EMERGENCY CALL CENTER SERVICES ON YOUR IRIS ALLY, YOU SEPARATELY AGREE TO THE [VIIZ TERMS](#) (AS DEFINED BELOW), WHICH GOVERN YOUR RESPONSIBILITIES AND VIIZ’S OBLIGATIONS REGARDING THE EMERGENCY CALL CENTER SERVICES. VIIZ IS AN INDEPENDENT COMPANY AND NOT AN AFFILIATE OR AGENT OF CONSUMER CELLULAR. BY ADDING SOMEONE TO YOUR TRUSTED CONTACTS FOR THE EMERGENCY CALL CENTER SERVICES, YOU GIVE VIIZ PERMISSION TO SHARE YOUR ACCOUNT AND PERSONAL INFORMATION WITH THEM, INCLUDING YOUR LOCATION.

PLEASE READ THE IMPORTANT [HEALTH AND SAFETY INFORMATION](#) CONTAINED IN THIS AGREEMENT, THE IRIS ALLY USER GUIDE, AND ANY OTHER MATERIALS PROVIDED CONCURRENTLY WITH IRIS ALLY. IF YOU OR THE USER HAS AN IMPLANTED MEDICAL DEVICE, SUCH AS A PACEMAKER, PLEASE TALK WITH A MEDICAL PROFESSIONAL BEFORE USING IRIS ALLY. CONSUMER CELLULAR AND IRIS ALLY DOES NOT PROVIDE MEDICAL ADVICE.

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## 1. IRIS Ally Service, Your Acceptance, Changes to this Agreement

**1.1 IRIS Ally Service:** Whether you are the User or Payer, use of IRIS Ally is also subject to the terms in Consumer Cellular's Wireless Customer Agreement, including, without limitation the terms covering our Return Policy, Cancellation, Charges and Payment, Acceptable Use Policy, Termination, the Arbitration Agreement and Class Action Waiver for Dispute Resolution with Consumer Cellular. Unless the context otherwise requires, the term "Service(s)" as used in the Wireless Customer Agreement shall mean the IRIS Ally service and any other services included on or otherwise made available through IRIS Ally, including our wireless services (collectively, the "**IRIS Ally Service**") as set forth in this Agreement. The current version of the [Wireless Customer Agreement](#) can be found at [consumercellular.com/agreement](https://consumercellular.com/agreement). To the extent that any of the terms or conditions contained in this Agreement contradict or conflict with any of the terms or conditions contained in the Wireless Customer Agreement, it is expressly understood and agreed that the terms and conditions of this Agreement shall take precedence and supersede any contradictory or conflicting terms contained in the Wireless Customer Agreement. Additionally, by activating IRIS Ally, Customer consents to the use of their personal information as described in Consumer Cellular's [Privacy & Security Policy](#) at [consumercellular.com/legal/privacyandsecurity](https://consumercellular.com/legal/privacyandsecurity), which may include the sharing of the precise location of your IRIS Ally and certain Customer Proprietary Network Information ("**CPNI**") in order to operate the IRIS Ally Service, such as phone numbers called, call frequency and call location information. Geolocation information may be considered sensitive information under some state laws.

**1.2 Your Acceptance:** Unless the context otherwise requires, the term "Customer," as used herein, refers to all User(s) and Payer(s) and any of them individually. Customer's obligations are joint and several, meaning that all Payer(s) and User(s) are equally, and each individually, responsible for the Customer's obligations under this Agreement. By accepting this Agreement, Customer, including any User and Payer, each represent that they are agents of each other, and (a) Customer represents and warrants to Consumer Cellular that Customer has the full power and authority to bind any Payer and User to these terms and conditions; and (b) each Payer represents and warrants to Consumer Cellular that Payer has the full power and authority to bind Customer and any User to this Agreement.

**1.3 Your Obligation to Keep Your Information Updated:** You must provide Consumer Cellular with your current and accurate residential or service address, including any unit or apartment number when activating IRIS Ally, and you must promptly update this information if it ever changes. If you do not keep your address current, emergency responders may be delayed or unable to locate you in the event of an emergency. This is especially important if you live in an apartment complex, assisted living community, or other multi-tenant facility, because GPS location alone may not be enough to direct responders to your exact location. Consumer Cellular is not responsible for any delay or failure of emergency personnel to find you, including if you have not provided accurate and updated address and/or other important account-related information.

**1.4 Changes to this Agreement:** The information in this document is subject to change. We reserve the right to make changes to the content of this document and/or the devices associated with it at any time. We will notify any person or organization of material changes to this Agreement either in your monthly bill, through separate notice or via posting of the material changes on our website. You agree that your continued use of IRIS Ally and/or the IRIS Ally Service constitutes your acceptance of the updated Agreement.

## **2. Can You Cancel My Service?**

Notwithstanding any of the terms or conditions contained in the Wireless Customer Agreement, we may interrupt or terminate your IRIS Ally Service at any time without notice for any conduct that we believe violates this Agreement. Should you fail to perform your obligations under this Agreement, you will reimburse us for all expenses, including reasonable attorneys' and experts' fees, incurred in the enforcement of this Agreement, and we may keep any charges prepaid by you. These remedies are not exclusive and are in addition to all remedies provided by law. Our failure to strictly enforce this Agreement will not waive our right to require compliance with this Agreement.

## **3. What Are the Limitations on Services, IRIS Ally Equipment, Warranties and Liability?**

### **3.1 GENERAL DISCLAIMERS**

Customer acknowledges that Consumer Cellular is providing IRIS Ally, a device that depends on a cellular network and may fail, causing the Customer's response team not to receive a call for help including, but not limited to, the failure of the Customer to activate IRIS Ally. Please see our [Wireless Customer Agreement](#) at [consumerccellular.com/agreement](http://consumerccellular.com/agreement) and the [Wireless Service Carrier Disclosure & Warranty Disclaimer](#) below in this Agreement for information about our wireless services.

For proper operation, IRIS Ally requires adequate cellular coverage. Poor cellular coverage may result in the inability to place a call and automatically detect a fall.

In an emergency, Customer should provide the response team with as much information as possible about their location. IRIS Ally is not a replacement for the Customer's regular contact with caregivers or access to an alternative means of placing an emergency call.

No fall detection system is 100% reliable. If Customer experiences a fall that causes actual or potential injury, do not wait for the automatic call from the Emergency Call Center Services. Instead, Customer should immediately press the Call Button manually if able.

IRIS Ally requires adequate battery charge for proper operation. Low battery may result in the inability to place a call, automatically detect a fall, and/or properly locate the Customer automatically during an emergency.

IRIS Ally lanyards are designed to break apart under certain conditions; however, any cord worn around the neck can pose a risk of strangulation, including the possibility of serious injury or death.

### **3.2 NO MEDICAL BILLS, MEDICAL RECORDS OR MEDICAL USE**

Consumer Cellular and IRIS Ally does not provide medical advice. Customers should always consult his or her physician or other healthcare professional with any question regarding any medical or mental health condition, or for specific guidance regarding nutrition or physical activity. IRIS Ally and the IRIS Ally Service are not intended, nor should they be used, to capture, generate, or store medical bills or medical records. You understand that any such use of IRIS Ally or the IRIS Ally Service for this purpose violates this Agreement. Neither IRIS Ally nor the IRIS Ally Service are in any way intended for medical use, are not a medical device of any kind, and have not in any way been designed for medical use. You understand, acknowledge, and agree that Consumer Cellular, IRIS Ally and the IRIS Ally Service, are not subject to HIPAA. You also understand, acknowledge, and agree that the IRIS Ally and the IRIS Ally Service, are not intended for use in providing any medical care, medical treatment, or transmission of protected health information that is subject to regulation under HIPAA or any other federal or state healthcare privacy or security laws.

### **3.3 COMMUNICATION LIMITATIONS**

It is understood that the communication of IRIS Ally relies upon the availability of cellular service and data, which are provided pursuant to and governed by our [Wireless Customer Agreement](#) and the [Wireless Service Carrier Disclosure & Warranty Disclaimer](#) below. The ability of IRIS Ally to accurately track a Customer's location is dependent on the availability of GPS, cellular network and/or wireless internet coverage depending on Customer's location. IRIS Ally will function only in areas, locations, and buildings where such cellular service is available. Please be aware that even within your wireless coverage area, many things can affect the availability and quality of your wireless service, including, but not limited to, network capacity, terrain, foliage, and weather. Wireless service or particular wireless technologies will not be available in all areas at all times.

### 3.4 IRIS Ally Equipment

IRIS Ally contains software code that is protected by U.S. and international copyright laws. Micron Wireless, Inc. ("**Micron**") retains ownership to all its copyrights, trademarks, patents, trade secrets and other intellectual property or proprietary rights in the IRIS Ally software. Customers have a limited license to use IRIS Ally only in accordance with this Agreement. Any modification, copying, reverse engineering, or other use that is not authorized by law, by this license, or by the express written consent of Micron is strictly prohibited. Unauthorized reproduction or distribution of copyrighted materials in the United States is subject to civil and criminal remedies pursuant to Title 17 of the United States Code. This Agreement is between Consumer Cellular and you, and not with Micron. Micron has no obligation to furnish any maintenance and support with respect to the IRIS Ally Service or any other services included on or otherwise made available through IRIS Ally. You may not remove or obscure any notices or markings, including without limitation, copyright, trademark, confidentiality notices, or ownership notices on the IRIS Ally Service or provided via the IRIS Ally Service, including screen displays.

### 3.5 IRIS Ally Equipment Warranty

Limited Warranty Policy: Consumer Cellular warrants to Customer that the "Consumer Cellular IRIS Ally" device ("**Hardware**") and battery ("**Battery**") only will be free from defects in workmanship and materials, under normal use and service ("**Limited Warranty**"), for twelve (12) months from the date of purchase ("**Warranty Period**"). This Limited Warranty applies to new IRIS Ally devices only. If your IRIS Ally gets lost, is stolen, or if the Hardware or Battery malfunctions following the Warranty Period, we offer IRIS Ally device protection plans for purchase through Asurion® Protection.

What this Warranty Covers: During the Warranty Period, the Hardware or Battery will be repaired or replaced at Consumer Cellular's choice without charge to Customer. This Limited Warranty covers the replacement of Hardware and Battery only. The Warranty Period for the repaired or replaced Hardware will be twelve (12) months from delivery of the repaired or replaced Hardware or Battery. Replacement IRIS Ally devices and parts may be new, reconditioned, refurbished, or otherwise factory remanufactured. Replaced IRIS Ally devices and parts will become the property of Consumer Cellular.

What this Warranty Does Not Cover: The Limited Warranty does not apply to normal wear and tear including, but not limited to, deterioration of sound quality from microphones and speakers (if presented in the IRIS Ally device). The warranty does not apply when the Hardware is opened or repaired by someone not authorized by Consumer Cellular and does not cover repair or replacement of any Hardware or part thereof damaged by misuse, excessive use, moisture, liquids, proximity to heat and accident, abuse, non-compliance with the instructions supplied with the Hardware. The Limited Warranty does not cover cosmetic damage to the surface of the Hardware such as scratches or dents or similar issues. This Limited Warranty does not cover any software that may accompany or be installed on the Hardware.

Consumer Cellular shall not be liable under this warranty if its testing and examination disclose that the alleged defect or malfunction in the IRIS Ally device does not exist or was caused by Customer's or any other person's: (a) misuse, or neglect, (b) improper installation or testing, (c) unauthorized attempts to open, repair, or modify the IRIS Ally device, (d) any other cause beyond the range of the intended use, or (e) accident, fire, lightning, other hazards, or acts of God.

No warranty, explicit or implicit, is provided against IRIS Ally's incidental, occasional, or temporary failure to perform, including but not limited to failure to access specified wireless network, failure to dial preset phone numbers, failure to send out requested messages, reports, location information, etc., and failure to maintain connection during a communication or usage in particular situations, including emergency situations, regardless of the cause for such failure. Fall detection, if present in the IRIS Ally device, does not detect 100% of actual falls or prevent 100% false alerts of falls. Geofencing functions do not detect 100% of geofence breaches or prevent 100% of false alerts on geofence breaches. Customer understands IRIS Ally's performance is impacted by many factors and vary by wireless network's quality and user locations. The IRIS Ally device does not prevent death, bodily injury, or impairment, including but not limited to hearing impairment due to the loudspeaker (if present in the IRIS Ally device) being too close to the ear, or damage and loss of property.

How to Make a Warranty Claim: Customer acknowledges that Consumer Cellular's obligation under this Limited Warranty Policy is only to Customer. To make a claim of a Defect, Customer must contact Consumer Cellular during the Warranty Period at (888) 760-8929 to explain the Defect and obtain a Returned Merchandise Authorization ("**RMA**") number. Customer must return the defective IRIS Ally device along with a detailed explanation of the Defect, within the RMA term, to the address provided to Customer by Consumer Cellular. Customer acknowledges and agrees to be responsible for all costs and expenses for shipping RMA products to Consumer Cellular. Consumer Cellular shall be responsible for all costs and expenses to ship the repaired or replaced IRIS Ally device to Customer.

Upon receiving RMA products, Consumer Cellular shall conduct all necessary inspection and testing to determine based on mutually agreed upon standards, whether the returned units are defective. IRIS Ally devices whose functionality can be restored by charging or recharging battery or by firmware upgrading are deemed non-defective and will be returned to Customer, and Customer will be charged \$10.00 per unit for the testing and upgrading of the non-defective units identified by Consumer Cellular. Units that are deemed to be defective shall be repaired or, if irreparable, replaced with an equal number of units and returned to Customer along with any accessories that were sent by Customer with that defective unit. Units that are damaged or tampered with by Customer or any other person voids the warranty and will not be repaired or replaced.

### **3.6 Your Legal Rights**

This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights which vary from state to state and jurisdiction to jurisdiction. If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect. This Limited Warranty is the only express warranty made to Customer and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications. Consumer Cellular neither assumes nor authorizes any other person to assume for it any other liability in connection with the sale, installation, maintenance, or use of IRIS Ally.

### **3.7 Obtaining Warranty Service in the U.S.**

Please call Consumer Cellular's customer service department at (888) 760-8929 within the applicable warranty period to obtain warranty service authorization. You may need to furnish the IMEI number found on the back of your IRIS Ally and verify the date of activation.

### **3.8 Warranties Exclusive**

IF IRIS ALLY DOES NOT OPERATE AS SET FORTH HEREIN, CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT, AT THE SOLE OPTION OF CONSUMER CELLULAR. EXCEPT FOR THE LIMITED WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONSUMER CELLULAR AND ITS SUPPLIERS PROVIDE THE HARDWARE "AS IS AND WITH ALL FAULTS", AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES, DUTIES OR CONCERNS OF MERCHANTABILITY, NON-INFRINGEMENT, QUIET

ENJOYMENT, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, LACK OF VIRTUES, ALL WITH REGARD TO THE HARDWARE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE, AND RELATED CONTENT THROUGH THE CONDITION AS TO TITLE AND ANY IMPLIED WARRANTY AS TO CONFORMITY WITH DESCRIPTION.

### **3.9 Indemnification**

IN ADDITION TO YOUR INDEMNIFICATION OBLIGATIONS SET FORTH IN THE WIRELESS CUSTOMER AGREEMENT, CUSTOMER AGREES TO INDEMNIFY AND HOLD HARMLESS CONSUMER CELLULAR, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBSIDIARIES, PARENT AND AFFILIATE CORPORATIONS, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DAMAGES, SUITS, DEMANDS, EXPENSES, AND COSTS (INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES) OF EVERY KIND, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR OTHER PERSONAL CLAIMS AND PROPERTY LOSS OR DAMAGE, OR DEATH, ARISING OUT OF OR IN CONSEQUENCE OF CUSTOMER'S: (A) BREACH OF THIS AGREEMENT; (B) USE OF IRIS ALLY AND/OR THE IRIS ALLY SERVICE; (C) NEGLIGENCE OR WILLFUL MISCONDUCT; OR (D) VIOLATIONS OF THE RIGHTS ANY THIRD PARTY.

### **3.10 Limitation of Liability**

IN NO EVENT SHALL CONSUMER CELLULAR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING IN EACH CASE, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE IRIS ALLY OR THE IRIS ALLY SERVICE OR ARISING OUT OF THE USE OR INABILITY TO USE IRIS ALLY OR THE IRIS ALLY SERVICE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, CUSTOMER AGREES THAT, EVEN IF CONSUMER CELLULAR SHOULD BE FOUND LIABLE FOR LOSS, DAMAGE OR INJURY DUE TO A FAILURE OF SERVICE OR EQUIPMENT IN ANY RESPECT, CUSTOMER'S EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT AND/OR IRIS ALLY, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE GREATER OF: (a) THE AMOUNT PAID BY CUSTOMER FOR THE IRIS ALLY SERVICE UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, OR (b) THE AMOUNT PAID FOR THE IRIS ALLY DEVICE, AS THE AGREED UPON DAMAGES. SINCE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES THAT MAY ARISE DUE TO A FAILURE OF IRIS ALLY AND/OR THE IRIS ALLY SERVICE, THIS SUM SHALL BE COMPLETE AND EXCLUSIVE AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY IF LOSS, DAMAGE, OR INJURY IRRESPECTIVE OF CAUSE OR ORIGIN, RESULTS DIRECTLY OR INDIRECTLY TO PERSON OR PROPERTY FROM PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS IMPOSED BY THIS AGREEMENT OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF CONSUMER CELLULAR, ITS SUPPLIERS, AGENTS, OR EMPLOYEES.

Customer understands that Consumer Cellular IS NOT AN INSURER and that the amounts due under this Agreement are based upon the value of the services provided by Consumer Cellular, and the scope of liability as herein set forth and are unrelated to the value of the Customer's property, cost of medical care, loss of life or physical impairment or personal injuries. Such amounts are not sufficient to guarantee that no loss will occur and Consumer Cellular does not assume responsibility for any losses which may occur even if due to our negligent performance or failure to perform any obligation under this Agreement. Customer further understands the system(s) utilized and relied upon by Consumer Cellular may not always operate properly for various reasons beyond our control. Accordingly, we make no guarantee or warranty, including any implied warranty of merchantability or fitness that the IRIS Ally supplied hereunder will avert or prevent occurrences or the consequences there from which they are designed to detect and/or respond to.

Consumer Cellular has no control over whether or how quickly or adequately police, fire, paramedics, emergency personnel or others may respond to an alarm signal or dispatch, if at all. Insurance, if any, covering personal injury or other personal claims, or death, and property loss or damage shall be obtained by Customer in such amounts and covering such perils as Customer may determine.

### **3.11 Wireless Service Carrier Disclosure & Warranty Disclaimer**

CONSUMER CELLULAR PROVIDES OUR WIRELESS SERVICES ENTIRELY BY USING THE FACILITIES OF THIRD-PARTY MOBILE NETWORK OPERATOR(S) ("**UNDERLYING CARRIER**"). CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND CUSTOMER IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CONSUMER CELLULAR AND UNDERLYING CARRIER. YOU UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES, SUBSIDIARIES, PARENT AND AFFILIATE CORPORATIONS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THE WIRELESS SERVICES OR THIS AGREEMENT, FAILURE TO USE, OR INABILITY TO USE IRIS ALLY EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

CUSTOMER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IRIS ALLY AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME. CUSTOMER UNDERSTANDS THAT CONSUMER CELLULAR AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE WIRELESS SERVICES. THE WIRELESS SERVICE IS FOR CUSTOMER'S USE ONLY, AND NEITHER CUSTOMER NOR PAYOR MAY RESELL THE WIRELESS SERVICE TO ANY OTHER PARTY.

CUSTOMER UNDERSTANDS THAT CONSUMER CELLULAR AND THE UNDERLYING CARRIER DO NOT GUARANTEE ANY CUSTOMER UNINTERRUPTED SERVICE OR COVERAGE. CONSUMER CELLULAR AND THE UNDERLYING CARRIER DO NOT WARRANT THAT CUSTOMER CAN OR WILL BE LOCATED USING THE WIRELESS SERVICE. CONSUMER CELLULAR AND THE UNDERLYING CARRIER MAKE NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY PRODUCTS OR SERVICES. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (A) ACT OR OMISSION OF A THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT ANY SERVICE; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICE PROVIDED BY OR THROUGH THE UNDERLYING CARRIER; (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION BY THE UNDERLYING CARRIER; OR (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, CUSTOMER RELEASES, INDEMNIFIES AND HOLDS CONSUMER CELLULAR AND THE UNDERLYING CARRIER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, ANY SERVICES PROVIDED BY CONSUMER CELLULAR AND THE UNDERLYING CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF CONSUMER CELLULAR OR THE UNDERLYING CARRIER.

## **4. What Services Are Provided by or Used by Third Parties?**



**4.1 Emergency Call Center Services:** When you sign up for professional monitoring services (“**Emergency Call Center Services**”) and activate the Emergency Call Center Services on IRIS Ally, the Viiz Communications, Inc. (“**Viiz**”) Terms of Use for Emergency Call Center Services (“**Viiz Terms**”) form a legally binding agreement between the Customer, whether you are the User or Payer, and Viiz. The Viiz Terms apply to the Emergency Call Center Services, not this Agreement. The current version of the [Viiz Terms](https://viiz.com/consumer-cellular) can be found at [viiz.com/consumer-cellular](https://viiz.com/consumer-cellular). The Viiz Terms are between you and Viiz, and not with Consumer Cellular. Consumer Cellular has no obligation to furnish any maintenance and support with respect to any Emergency Call Center Services included on or otherwise made available through IRIS Ally. The Viiz Terms cover Viiz providing voice-call response to Customer in the event of a fall alert or when the Customer makes an assistance call from IRIS Ally. Viiz is not a substitute for 9-1-1. In the event of a critical emergency, always contact 9-1-1 immediately. Consumer Cellular has no responsibility or liability for the Emergency Call Center Services provided by Viiz. In addition, the Viiz Terms limit Viiz’s liability to you when you use or receive Emergency Call Center Services. Viiz is an independent company and not an affiliate or agent of Consumer Cellular. IRIS Ally utilizes both Global Positioning System (GPS) and network Location Based Services (LBS) to find Customer’s current location. By activating the Emergency Call Center Services, Customers agree to allow Viiz and its affiliates to use this information to provide services to them in the case of an emergency response. By activating Emergency Call Center Services, Customers consent to the use of their personal information as described in Viiz’s [Privacy Policy](https://viiz.com/privacy-policy) located at [viiz.com/privacy-policy](https://viiz.com/privacy-policy). For example, when you add someone to your trusted contacts for the Emergency Call Center Services, such as a child or caregiver, you give Viiz permission to contact the trusted contact(s) and share your account information with them, including any personal information Viiz receives directly from you or indirectly through the Emergency Call Center Services. Viiz will follow verification procedures prior to releasing your information. Please contact Viiz’s customer service department at (866) 297-1135 for assistance on the Emergency Call Center Services.

## **5. Health and Safety Information**

Before using IRIS Ally, Customer agrees to review all the important Health and Safety information in the IRIS Ally User Guide included with your IRIS Ally device and any other materials provided concurrently with IRIS Ally.

### **5.1 FCC CAUTION**

**FCC Part § 15.19 Statement.** 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 an undesirable operation.

**FCC Part § 15.21 Statement.** Any changes or modifications not expressly approved by the party responsible for compliance could void the user’s authority to operate the equipment.

**FCC Part § 15.105 Statement.** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the U.S. Federal Communications Commission (FCC) Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

### **5.2 RADIO FREQUENCY (RF) EXPOSURE INFORMATION**



**SAR Compliance.** Specific Absorption Rate (“**SAR**”) refers to the rate at which the body absorbs RF energy. This device is also designed to meet the requirements for exposure to radio waves established by the FCC. The SAR limit of the FCC is 1.6 W/kg, averaged over one gram of tissue. Device type: PT102A (FCC ID: ZKQ-PT102A) has also been tested against this SAR limit. During the product certification period, according to this standard report test, the highest SAR value reported to the FCC when the device is in use is 1.17W/kg. This device was tested for typical body-worn operations with the edge of the device kept 5mm from the body. To maintain compliance with the FCC RF exposure requirements, use accessories that maintain a 5mm separation distance between the user’s body and the edge of the device.

**Implantable Medical Devices.** A minimum separation of 6 inches should be maintained between a handheld wireless mobile device and an implantable medical device, such as a pacemaker or implantable cardioverter defibrillator, to avoid potential interference with the devices. If you have such medical devices, you should:

- Always keep the mobile device more than 6 inches from their implantable medical device when the mobile device is turned on.
- Not carry the mobile device in a breast pocket.
- Use the ear opposite the implantable medical device to minimize the potential for interference.
- Turn the mobile device off immediately if there is any reason to suspect that interference is taking place.
- Read and follow the directions from the manufacturer of your implantable medical device. If you have any questions about using your wireless mobile device with an implantable medical device, consult your health care provider.
- For more information, please visit [fcc.gov](https://www.fcc.gov).

## **6. Miscellaneous**

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**Severability.** If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect.

**Assignment.** Consumer Cellular may assign this Agreement, but you may not assign this Agreement without our prior written consent.

**Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, USA, excluding its conflicts of laws and principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.

**Dispute Resolution.** Please refer to the Wireless Customer Agreement, which terms also apply to this Agreement, and requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and limits the remedies available to you in the event of a dispute.

**Limitations on Lawsuits.** Both Consumer Cellular and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred.

**Entire Agreement.** This Agreement, our Privacy Policy, and our Wireless Customer Agreement constitute the entire agreement between Customer and Consumer Cellular, and there are no other oral or other representations regarding the subject of this agreement that are binding on either party. All changes to this Agreement must be in writing and signed by both parties.