

Welcome to EMTELINK™ and the EMTELINK™ family of website(s) ("Site(s)"). This website is offered as a service to our customers and any other guest of our Site(s). EMERGENCY INFORMATION TECHNOLOGIES, LLC, ("EMTELINK™" "EMFOTECH®") appreciates your interest in our company and your visit to this Site. The following terms of use ("TOU") set forth the basic rules that govern your use of this Site.

## **1. Introduction.**

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. THEY GOVERN YOUR USE OF THE SITE. IF YOU DO NOT AGREE TO THE TERMS STATED BELOW, YOU MAY NOT USE THE SITE.** Your use of this Site constitutes your knowledge, understanding, and acceptance of the TOU, and your agreement to be bound by the TOU. EMTELINK™ may change, edit, modify, delete, revise, or update the TOU from time to time without notice, and your use of this Site after any changes, edits, modifications, deletions, revisions, or updates are posted to the Site constitutes your agreement to comply with the posted TOU.

## **2. Trademarks.**

The trademarks, trade names, trade dress, logos, and service marks (collectively, the "Trademarks") displayed on this Site are the registered and/or unregistered Trademarks of EMTELINK™, or such third party that may own the displayed Trademarks. Nothing contained on this Site or in the TOU serves to grant to you, by implication or otherwise, any license or right to use any Trademarks displayed on this Site without the written permission of EMTELINK™ or such third party that may own the displayed Trademarks.

## **3. Site Contents and Copyright.**

The text, Trademarks, logos, images, graphics, photos, video files, application functionality, or any other digital media, and their arrangement on this Site ("Content") are all subject to patent, copyright, trademark and other intellectual property protection. Content may not be copied for commercial use or distribution, nor may Content be modified, processed, or reposted to other websites. Access to and use of this Site are solely for your purchase of EMTELINK™ products and services for personal use, information, education, entertainment, and communication with EMTELINK™. You may download copy or print the Content of this Site for your personal non-commercial use only. No right, title or interest in any of the Content of this Site is transferred to you as a result of any downloading, copying, printing or use of this Site.

#### **4. User Comments and Other Submissions.**

While EMTELINK™ desires to receive feedback from its customers and guests, please do not send EMTELINK™ any unsolicited creative or original concepts, ideas, materials or products, confidential or proprietary information, or the like (“Submission(s)"). EMTELINK™ is under no obligation to use or compensate you for your Submissions. EMTELINK™ will not respond to you regarding your Submissions, and your Submissions will not be returned to you and will not be treated as confidential information.

#### **5. License to Use Submissions.**

This Site may provide you with the opportunity to submit user-generated or third-party Submissions. By submitting items to this Site, you represent that you own or have unencumbered, transferable rights and permissions, including, without limitation, the right of publicity, to the Submissions that you submit. If your Submission contains photographs or digital or video images that depict a child that is under the age of majority in their state of residence, you represent that you have written permission from the child's parent or guardian to provide the photo, digital, or video image. If you make a Submission to this Site, you automatically grant EMTELINK™ a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, royalty-free license for EMTELINK™ to use that Submission for any lawful purpose whatsoever, including, without limitation, the right to sub-license that Submission to third parties for their lawful uses and purposes. Subject to existing laws, you waive any moral rights that you or your licensors may have in any Submission.

#### **6. No Endorsement or Liability for User-Generated or Third-Party Content.**

Although third-party or user-generated Submissions may be posted on this Site, the posting of those Submissions does not constitute EMTELINK™' endorsement of those Submissions. EMTELINK™ is not responsible or liable for any claim, including, without limitation, loss or injury to real, tangible, or intellectual property, violations of personal privacy or privacy rights, actual, consequential or punitive damages, personal injury, or wrongful death in connection with third-party or user-generated Submissions.

#### **7. Third-Party Links.**

Third-party links on this Site may direct you to third-party websites that are not affiliated with EMTELINK™ that may be located in different countries, and those websites and the products sold on those websites are likely to be subject to the originating country's regulatory or product safety requirements. EMTELINK™ is not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions (“Third-Party Products”) made in connection with any third-party websites. Please review carefully the third party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims,

concerns, or questions regarding Third-Party Products should be directed to the third party.

## **8. Copyrights and Digital Millennium Copyright Agents.**

Pursuant to our rights under the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on this Site. Our copyright agent is EMERGENCY INFORMATION TECHNOLOGIES, LLC. The agent can be reached at (855) 363-6832 or via email at [copyrightalert@EMTELINK™.com](mailto:copyrightalert@EMTELINK™.com), or via U.S. Mail at: 2910 Kerry Forest Parkway, Suite D4-176, Tallahassee FL 32309.

## **9. DMCA Infringement Notification.**

To be effective, your infringement notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted;
5. The following statement: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law”; and
6. The following statement: “The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

Upon receipt of the written notification containing the information as outlined in 1 through 6 above:

1. EMTELINK™ will remove or disable access to the content that is alleged to be infringing;
2. EMTELINK™ will forward the written notification to the alleged infringer; and
3. EMTELINK™ will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

## **DMCA Infringement Counter Notification**

Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from EMTLINK™, the alleged infringer will have the opportunity to respond to EMTLINK™ with a counter notification (“Counter Notification”). To be effective, a Counter Notification must be a written communication provided to EMTLINK™’ designated copyright agent, and must include the following:

1. A physical or electronic signature of the subscriber;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
3. The following statement: “I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;” and
4. The subscriber’s name, address, and telephone number, and a statement that the subscriber consents to the jurisdiction of the federal district court for the judicial district in which the subscriber’s address is located, or if the subscriber’s address is outside of the United States, or any judicial district in which EMTLINK™ may be found, and that the subscriber will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent’s receipt of a Counter Notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the subscriber from engaging in infringing activity relating to the material on our network.

### **10. Prohibited Uses.**

In addition to other prohibitions as set forth in the TOU, you are prohibited from using the Site or its Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of this Site, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of this Site, other websites, or the Internet. We reserve the right to terminate your use of the Site for violating any of the prohibited uses.

## **11. Registration, Accounts and Passwords.**

You are responsible for the personal protection and security of any password or username that you may use to access this Site. You are responsible for all direct or indirect damages and liable for all activity conducted on this Site that can be linked or traced back to your username or password. You are obligated to immediately report a lost or stolen password or username to EMTELINK™.

## **12. Site Updates.**

EMTELINK™ undertakes no obligation to update, amend or clarify information on this Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on this Site should be taken to indicate that all information on the Site has been modified or updated. Please remember when reviewing information on this Site that such information may not represent the complete information available on a subject. In addition, subsequent events or changes in circumstances may cause existing information on this Site to become inaccurate or incomplete.

On occasion, information on this Site may contain errors, including, without limitation, typographical errors, inaccuracies, or omissions related to product or service availability, special offers, product promotions, pricing information, product descriptions, or product shipping charges and transit times. EMTELINK™ reserves the right to, at any time without prior notice, correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate (including after you have submitted your order).

## **13. Product and Pricing Information.**

This Site, Content, product information, and any products sold through the Site are intended to comply with U.S. laws and regulations. If you are a non-U.S. based user, be advised that other countries may have laws, regulatory requirements, and product safety requirements that are different than those in the U.S.

EMTELINK™ reserves the right, but is not obligated, to limit the sales of its products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice at the sole discretion of EMTELINK™. EMTELINK™ reserves the right to discontinue any product or service at any time. Any offer for any product or service made on this Site is void where prohibited.

#### **14. Resale of Product.**

This Site sells products to retail consumers only. You shall not use the Site to purchase products for re-sale or export. EMTLINK™ reserves the right to immediately bar access to the Site and terminate the account of any user who violates this provision.

#### **15. Limitation of Liability**

YOU ACKNOWLEDGE, BY YOUR USE OF THIS SITE: (1) THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK; (2) THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT THAT YOU USE IN CONNECTION WITH YOUR USE OF THIS SITE; AND (3) THAT EMTLINK™ WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF OR INABILITY TO USE OUR SITE, INCLUDING WITHOUT LIMITATION, FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, COMPUTER VIRUS, OR NETWORK OR INTERNET FAILURE, OR INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES, LOST PROFITS AND/OR LOSS OF OR DAMAGE TO PROPERTY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF EMTLINK™ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EMTLINK™' TOTAL LIABILITY FOR ANY CLAIMS RELATED TO THIS SITE EXCEEDS TEN (\$10) DOLLARS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, EMTLINK™', ITS AFFILIATES', AGENTS', LICENSORS' AND SUPPLIERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

#### **16. Disclaimer.**

THE CONTENT PROVIDED ON THIS SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." EMTLINK™ MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ITS USE, AVAILABILITY, CONTENT ACCURACY, APPROPRIATENESS OR PERFORMANCE OF THIS SITE. AS A USER, YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR ITS USE OR NON-USE, AND EMTLINK™ MAKES NO REPRESENTATION THAT THE CONTENT APPEARING ON OR DOWNLOADED FROM THIS SITE IS COMPATIBLE WITH YOUR COMPUTER OR FREE FROM ERROR OR VIRUSES. NO EMTLINK™ EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MODIFY OR AMEND THIS WARRANTY DISCLAIMER. TO THE EXTENT ALLOWABLE BY EXISTING LAW, EMTLINK™ DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS SITE AND IT'S CONTENT. SOME JURISDICTIONS DO NOT

ALLOW THE EXCLUSION OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

EMTELINK™ RESERVES THE RIGHT TO ALTER OR REMOVE SITE CONTENT, OR SUSPEND OR TERMINATE YOUR USE IN ANY WAY, AT ANY TIME, FOR ANY REASON, WITHOUT PRIOR NOTIFICATION, AND EMTELINK™ WILL NOT BE LIABLE IN ANY WAY FOR POSSIBLE CONSEQUENCES OF THAT ACTION.

**17. Indemnification.**

YOU AGREE TO INDEMNIFY AND HOLD EMTELINK™, EMFOTECH®, AND EMERGENCY INFORMATION TECHNOLOGIES, LLC AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, VENDORS, CONTRACTORS, FIRST RESPONDERS, MEDICAL, DENTAL PERSONNEL, AND ANY EMERGENCY TREATMENT FACILITY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING FROM OR RELATED TO YOUR USE OF THIS SITE OR BREACH OF THESE TOU.

**18. Release.**

ALL USERS OF THIS SITE ACKNOWLEDGE AND AGREE THAT EMTELINK™, FIRST RESPONDERS, MEDICAL, DENTAL PERSONNEL, AND ANY EMERGENCY TREATMENT FACILITY AS AN INDEMNIFIED PARTY IS RELEASED, DISCHARGED, AND HELD HARMLESS FROM ANY AND ALL LIABILITY FROM THIRD-PARTY CLAIMS MADE IN CONNECTION WITH THE SITE, INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND PERSONAL INJURY, MONEY DAMAGES, OUT-OF-POCKET AND COURT COSTS, ATTORNEY'S FEES, DAMAGE TO TANGIBLE PROPERTY OR REPUTATION, INCLUDING, WITHOUT LIMITATION, LIBEL, DEFAMATION, RIGHT OF PUBLICITY AND INVASION OF PRIVACY. EMTELINK™ RESERVES ITS RIGHT TO ALL FORMS OF EQUITABLE AND LEGAL RELIEF RELATED TO FRAUD OR ILLEGAL ACTIVITY CONNECTED TO THE USE OF THE SITE.

**19. Termination.**

The TOU will remain in effect until you notify us that you no longer wish to use the Site, or you cease using the Site. Notwithstanding anything in this TOU to the contrary, the parties understand and agree that all terms and conditions of the TOU that may require continued performance, compliance, or effect beyond the termination date of this TOU will survive termination of the TOU and will be enforceable by the parties, including but not limited to Sections 2, 3, 5, 8, 9, 15, 16, 17, 18, 20 and 23. EMTELINK™ may also terminate the TOU at any time and may do so immediately without notice, and accordingly deny you access to this Site, if in EMTELINK™' sole discretion, you fail to comply with any term or provision of the TOU. Upon any termination of the TOU by

either you or EMTELINK™, you must promptly destroy all materials downloaded or otherwise obtained from this Site, as well as copies of such materials, whether made under the TOU or otherwise.

**20. Choice of Law and Forum.**

These TOU will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law rules. For all disputes arising out of or relating to this Site or TOU, you hereby agree to submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Leon County, Florida.

**21. Notice and Consent to Electronic Communications.**

When you visit this Site or send e-mails to us, you are communicating with us electronically. By using this Site, you consent to receive communications from us electronically, including, without limitation, e-mail and text messages. We will communicate with you by e-mail, text messaging or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement for enforceability purposes.

**22. Privacy Statement.**

EMTELINK™ is committed to protecting the privacy of our customers and other guests of this Site. For information on how information is collected, used, or disclosed by EMTELINK™ in connection with your use of this Site, please consult our Privacy Policy at [http://www.EMTELINK.com/Policies/EMFOTECH\\_Conditions\\_Terms-of-Use.pdf](http://www.EMTELINK.com/Policies/EMFOTECH_Conditions_Terms-of-Use.pdf)

**23. No other Agreements.**

By agreeing to the TOU, you represent that you are at least the age of majority in your state of residence, or that you are the age of majority in your state of residence and you have given EMTELINK™ your consent to allow any of your minor dependents to use this Site. Except with respect to the EMERGENCY INFORMATION TECHNOLOGIES, LLC. Services Agreement, the provisions and conditions of the TOU constitute the entire agreement between you and EMTELINK™ related to the use of the Site and supersedes any prior agreements or understandings not incorporated in the TOU. To the extent, where applicable, there is any conflict between any of the terms and conditions of the EMERGENCY INFORMATION TECHNOLOGIES, LLC. Services Agreement and the TOU, the EMERGENCY INFORMATION TECHNOLOGIES, LLC. Services Agreement shall control. The TOU are effective as of the Effective Date. Continued use of the Site by you after the Effective Date constitutes your acceptance of the TOU after the Effective Date.

Should you have any questions concerning the TOU, or if you desire to contact EMTELINK™ for any reason, please visit our Contact Page online.