



Public Safety Online Terms of Use Agreement

TERMS OF USE

Public Safety Online, LLC, a California limited liability company (“Public Safety Online”) provides an internet based service that allows an individual person to create (for the individual or an entity he or she is authorized to represent) a unique profile online in order to provide public safety personnel (law enforcement, fire department, local government officials and others) pertinent information for response to various circumstances and emergency situations. By using the Public Safety Online Website (the "Website") you agree to be bound by these Terms of Use (this "Agreement"), whether or not you become a user ("User"). If you wish to become a User, communicate with public safety personnel via the Website and make use of the Public Safety Online services (the "Service"), please read this Agreement and indicate your acceptance by following the instructions in the “Initial Login” process.

This Agreement sets out the legally binding terms for your use of the Website and your participation in the Service. Public Safety Online may modify this Agreement from time to time and such modification shall be effective upon posting by Public Safety Online on the Website. You agree to be bound to any changes to this Agreement when you use the Service after any such modification is posted. This Agreement includes the Public Safety Online policy for acceptable use and content posted on the Website, and your rights, obligations and restrictions regarding your use of the Website and the Service.

You agree to submit accurate information to the Website that best represents you and your situation; public safety personnel may base their decision(s) on this information.

Public Safety Online reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including email) by you, or to restrict, suspend, or terminate your access to all or any part of the Website and/or Services at any time, for any or no reason, with or without prior notice, and without liability.

1. **Eligibility:** Participation in the Service is void where prohibited. By using the Website and the Service, you represent and warrant that all information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. You further represent and warrant that you are 18 years of age or older and that your use of the Public Safety Online shall not violate any applicable law or regulation. Your profile may be deleted without warning if it is found that you are misrepresenting your age or other information. Your participation is solely for your personal use and you shall not authorize others to use your profile or email address. You are solely responsible for all content published or displayed through your profile, including any email messages, and for your interactions with public safety personnel.

2. **Term:** This Agreement shall remain in full force and effect while you use the Website, the Service, and/or are a User. You may terminate your profile at any time, for any reason by following the instructions on the User Home Page of the Website. Public Safety Online may terminate your profile for any reason, effective upon sending notice to you at the email address

you provide in your profile or such other email address as you may subsequently provide to Public Safety Online. Even after your profile is terminated, this Agreement will remain in effect. This Agreement may change from time to time; it is your responsibility to review this Agreement in the future.

3. Non Commercial Use by Users: The Website is for the personal use of Users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of Public Safety Online. Illegal and/or unauthorized use of the Website, including collecting usernames and/or email addresses of Users by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website will be investigated. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from a User's profile without notice and may result in termination of participation privileges. Appropriate legal action will be taken by Public Safety Online for any illegal or unauthorized use of the Website.

4. Proprietary Rights in Content: Public Safety Online owns and retains all proprietary rights in the Website and the Service. The Website contains copyrighted material, trademarks, and other proprietary information of Public Safety Online and its licensors. Under no circumstances may you: (i) use, copy, publish, transmit, distribute, display or sell any information on the Website for any illegal, immoral or improper purpose; or (ii) copy, publish, transmit, distribute, display or sell any information on the Website (provided, however, that the restrictions in this subpart (ii) do not apply to any information that is in public domain, that is owned by you or for which (and to the extent) Public Safety Online has given you express written permission to copy, publish, transmit, distribute, display and/or sell such information).

5. No Endorsement: Neither the Website nor the Service are endorsed or recommended by any Governmental Party (as defined below). Neither Public Safety Online, its affiliates, you or any other user of the Website or the Service may claim that any Governmental Party endorses or recommends the Website or the Service or any other product or service provided by Public Safety Online.

6. Content Posted on the Site:

a. You understand and agree that Public Safety Online may review and delete any content, messages, photos or profiles (collectively, "Content") that in the sole judgment of Public Safety Online violate this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any User or any other party.

b. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service or any material or information that you transmit to public safety personnel.

c. By posting any Content to the public areas of the Website, you hereby grant to Public Safety Online the non-exclusive, fully paid, worldwide license to use, publicly perform and display such Content on the Website. This license will terminate at the time you remove such Content from the Website. You represent and warrant that:

(i) you own the Content posted by you on the Website or otherwise have the right to grant the license set forth in this section, and

(ii) your Content does not violate the privacy rights, publicity rights, copyright rights, or other intellectual property rights of any person. You agree to pay for all royalties and fees owing any person by reason of any Content you post on the Website.

d. The following is a partial list of the kind of Content that is illegal or prohibited on the Website. Public Safety Online reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the profile of such violators. Prohibited content includes Content that:

- (i). is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (ii). harasses or advocates harassment of another person or organization;
- (iii). involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming";
- (iv). promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (v). promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (vi). contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- (vii). provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under 18;
- (viii). provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (ix). solicits passwords or personal identifying information for commercial or unlawful purposes from other users; or
- (x). involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

e. You must use the Service and the Website in a manner consistent with any and all applicable laws and regulations.

f. You may not engage in advertising to, or solicitation of, any User to buy or sell any products or services through the Service. You may not transmit any chain letters or junk email to other Users. Although Public Safety Online cannot monitor the conduct of its Users off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Public Safety Online reserves the right to restrict the number of emails which a User may send to public safety personnel in any 24-hour period to a number which Public Safety Online deems appropriate in its sole discretion.

g. You may not attempt to impersonate another User or person who is not a User of Public Safety Online.

h. You may not use the profile or security processes of another User at any time nor may you disclose your passcode to any third party or permit any third party to access your profile.

i. You may not sell or otherwise transfer your profile.

j. Public Safety Online and Governmental Parties may access and use any Content you post on the Website.

7. Copyright Policy: You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights.

8. User Disputes: You are solely responsible for your interactions with public safety personnel. Public Safety Online reserves the right, but has no obligation, to monitor disputes between you and public safety personnel.

9. Privacy: Use of the Website and/or the Service is also governed by our Privacy Policy (as such policy is posted on the Website and may be revised from time to time).

10. Disclaimers: Neither Public Safety Online nor any public safety personnel, governmental entity or governmental agency (public safety personnel, governmental entities and governmental agencies are collectively referred to herein as "Governmental Parties" and as each a "Governmental Party") is responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service provided or any party accessing or using the Website (including, but not limited to, any public safety personnel responding or failing to timely or properly respond to any emergency), whether caused by Users of the Website, public safety personnel or by any of the equipment or programming associated with or utilized in the Service. Neither Public Safety Online nor any Governmental Party is responsible for the conduct, whether online or offline, of any User of the Website or User of the Service. Neither Public Safety Online nor any Governmental Party assumes any responsibility for any: (i) error, omission, interruption, deletion, defect, delay in operation or transmission, or communications line failure related to the Website or any use of any Service; or (ii) theft or destruction or unauthorized access to, or alteration of, any User communication or profile. Neither Public Safety Online nor any Governmental Party is responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or due to technical problems or traffic congestion on the Internet, the Website or at any other website or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Website and/or in connection with the Service. Under no circumstances shall Public Safety Online nor any Governmental Party be responsible for any loss or damage, including personal injury or death, resulting from use of the Website or the Service or from any Content posted on the Website or transmitted to public safety personnel, or any interactions between Users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Public Safety Online expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Neither Public Safety Online nor any Governmental Party can guarantee any specific results or that public safety personnel will properly or timely derive or use information from or by the use of the Website and/or the Service. No Governmental Party will actively monitor any surveillance cameras that may be integrated into the Website, the Service or any other product or service offered by or provided through Public Safety Online. One or more Governmental Parties may, but none are required to, utilize Public Safety Online, the Website and the Service as a resource if a call for service or other legitimate law enforcement request is generated. Integration of user information and surveillance systems into the Website will in no way ensure or guaranty any increase or enhancement of services by any first responders or any other Governmental Party. The Website and the Service are intended to improve public safety services, but there is no guaranty or assurance that any particular use of

the Website or Service will improve any public safety service in any particular situation. User understands and agrees that even if User uses the Website and/or the Service, public safety personnel may still not be able to timely or adequately respond to one or more events or emergency situations involving User.

11. **Limitation on Liability:** IN NO EVENT SHALL PUBLIC SAFETY ONLINE OR ANY GOVERNMENTAL PARTY BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEB SITE OR THE SERVICE, EVEN IF PUBLIC SAFETY ONLINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF PUBLIC SAFETY ONLINE TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO AMOUNT PAID, IF ANY, BY YOU FOR THE SERVICE DURING THE TERM OF USE.

12. **U.S. Export Controls:** Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported:

a. Into (or to a national or resident of) Criema Region of Ukraine, Cuba, Iraq, Libya, North Korea, Iran, Syria, Sudan, Yemen, Somalia or any other Country to which the U.S. has embargoed goods; or

b. To anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

13. **Disputes:** If there is any dispute arising under or involving the Website and/or the Service, you agree that such dispute shall be governed by the laws of the State of California without regard to any choice of law or conflict of law provisions of any jurisdiction, and you agree to personal jurisdiction by and venue in the state and federal courts of the State of California located in Orange County, California.

14. **Indemnity:** You agree to indemnify and hold Public Safety Online and Governmental Parties, and their respective subsidiaries, affiliates, officers, agents, members, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

15. **Other:** This Agreement is accepted upon your use of the Website and is further affirmed by you becoming a User of the Service. This Agreement constitutes the entire agreement between you and Public Safety Online regarding the use of the Website and/or the Service. The failure of Public Safety Online to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Please contact us with any questions regarding this Agreement. **YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS STATED ABOVE.**