

# Terms of Use- CrisisGo

**IMPORTANT—IF YOU ARE UNDER THE AGE OF 18, YOU MUST HAVE YOUR PARENT OR GUARDIAN READ THE AGREEMENT BELOW AND AGREE TO IT FOR YOU. IF YOU DON'T GET YOUR PARENT OR GUARDIAN TO READ AND AGREE TO THIS, YOU DON'T HAVE PERMISSION TO USE CRISISGO'S SERVICES. ALWAYS GET AN ADULT'S PERMISSION BEFORE GOING ONLINE.**

**PLEASE READ THESE TERMS OF USE ("AGREEMENT") CAREFULLY BEFORE USING THE SERVICES OFFERED BY CRISISGO. THIS IS A BINDING AGREEMENT BETWEEN YOU AND CRISISGO. BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY NOT USE THE SERVICES.**

Welcome to CrisisGo. Please continue reading to learn about the rules and restrictions that govern your use of CrisisGo's website, mobile app, software, and all other products, services and applications made available by CrisisGo from time to time (the foregoing and the content, data, and information available in the foregoing are collectively, the "**Services**").

**IMPORTANT— THE SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO SUBSTITUTE FOR PUBLIC EMERGENCY RESPONSE SYSTEMS. IN THE EVENT OF AN EMERGENCY, PLEASE CALL 911.**

BY browsing A website WITH A LINK TO THESE TERMS ("**website**"), DOWNLOADING, INSTALLING, OR USING A CRISISGO, INC. ("**CRISISGO**") MOBILE APPLICATION (THE "**APPLICATION**"), SOFTWARE ("**SOFTWARE**") AND/OR OTHER SERVICES AND/OR CLICKING AN "I ACCEPT" OR SIMILAR BUTTON, YOU REPRESENT THAT (1) you are at least 18 years old, (2) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE ("**AGREEMENT**"), (3) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH crisisgo, AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS ON BEHALF OF YOURSELF OR THE organization YOU WORK FOR, AND TO BIND THAT organization TO THESE TERMS (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity). You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT BROWSE THE WEBSITE OR DOWNLOAD, INSTALL, OR USE THE APPLICATION, SOFTWARE, OR ANY OTHER SERVICES.**

**THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE MOST DISPUTES.**

**THESE TERMS LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.**

**IF YOU ARE AN AUTHORIZED USER OF AN ORGANIZATION (AS DEFINED BELOW) THAT HAS ENTERED INTO AN APPLICATION LICENSE AGREEMENT WITH CRISISGO, YOU ARE ALSO SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH AGREEMENT.**

**Will these terms ever change?**

PLEASE NOTE THAT THIS AGREEMENT IS subject to change by CRISISGO in its sole discretion at any time.

We reserve the right to modify this Agreement at any time, but we will do our best to bring material changes to your attention by contacting you at the e-mail address listed on your account if you are a registered user, posting a notice on the Services or by some other means. If you don't agree with the new terms, you may reject them but you may not continue using the Services. Your use of the Services in any way following such notification constitutes your acceptance of the terms and conditions as modified. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services at any time.

## Privacy

We respect the privacy of our users. By using our Services, you consent to our Privacy Policy, which is available at <http://www.crisisgo.com/privacy>.

## Use of Services

The Services are protected by copyright laws throughout the world. Subject to this Agreement, CrisisGo grants you a limited license to reproduce portions of the Services for the sole purpose of using the Services for your personal purposes or, if applicable, for internal business purposes authorized by CrisisGo. Unless otherwise specified by CrisisGo in a separate license, your right to use any Services is subject to this Agreement. Copying or storing of the Services, in whole or in part, other than for personal, noncommercial use is expressly prohibited without prior written permission from CrisisGo or from the copyright holder identified in such Content's copyright notice. You will not link to the Services without CrisisGo's prior written consent, except in accordance with the terms of this Agreement.

**a) Application License.** Subject to your compliance with this Agreement, during the term of this Agreement, CrisisGo grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Application on a single mobile device that you own or control and to run such copy of the Application solely for your own personal or internal business purposes in accordance with any documentation which may be provided by CrisisGo ("**Documentation**"). Furthermore, with respect to any Application accessed through or downloaded from the Apple App Store (an "**App Store Sourced Application**"), you will only use the App Store Sourced Application (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in the Apple App Store Terms of Service.

**b) Software.** Subject to your compliance with this Agreement, during the term of this Agreement, CrisisGo grants you a limited non-exclusive, non-transferable, non-sublicensable, revocable license to download, install and use a copy of the Software on a single computer that you own or control and to run such copy of the Application solely for your own personal or internal business purposes in accordance with the Documentation. At no time will CrisisGo provide you with a tangible copy of our Software. Any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, or redistribution or use on a service bureau basis.

**c) Open Source.** The Application and Software may be offered under open source licenses. There may be provisions in the open source license that expressly override some of these Terms. Except with respect to code licensed under an open source license, the Application and Software are proprietary software of CrisisGo and its licensors and you agree not to take any action or enter any agreement that would result in any contractual requirement that CrisisGo or its licensors make available to any third party the Application or Software source code.

**d) Certain Restrictions.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or any portion of the Services; (b) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (c) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from the Services; (d) you shall not access Services in order to build a similar or competitive product or service; and (e) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update or other addition to Services shall be subject to this Agreement. CrisisGo, its suppliers and service providers reserve all rights not granted in this Agreement. Any unauthorized use of Services terminates the licenses granted by CrisisGo pursuant to this Agreement.

**e) Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Services. crisisgo does not warrant that the services will be compatible or interoperable with your Device or any other piece of hardware, software, equipment or device installed on or used in connection with your Device. Furthermore, you acknowledge that compatibility and interoperability problems can cause the performance of your Device to diminish or fail completely, and may result in permanent damage to your Device, loss of the data located on your Device, and corruption of the software and files located on your Device. you acknowledge and agree that the CRISISGO Parties (AS DEFINED BELOW) shall have no liability to you for any losses suffered resulting from or arising in connection with compatibility or interoperability problems.

**f) Configuration of Services.** You understand that correct configuration of emergency information is required for the Services to work as intended. You agree to regularly confirm and update your data and connections to any groups you organize or subscribe to, as necessary to ensure proper functioning of the Services, including without limitation, downloading the latest emergency plan provided by your group and ensuring that such data is not altered or deleted by you, any third party, or any third party software or applications. While the Services allow you to turn off some or all notifications, a critical function of the Services includes providing you with notifications of emergencies. If you turn off some or all notifications, you will not receive timely messages and alerts.

**g) Updates.** You understand that Services are evolving. You acknowledge that the proper functioning of the Services requires you to use the latest version of the Application and/or Software. You agree to regularly check for, download, and install the latest updates to your Application and/or Software.

**h) Ownership of Services.** Other than your User Submissions (as defined below), you agree that CrisisGo and its licensors and suppliers own all rights, title and interest in the Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. CrisisGo’s stylized name and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of CrisisGo and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

**i) Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to CrisisGo (“**Feedback**”) is at your own risk and that CrisisGo has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to CrisisGo a fully paid,

royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services.

**j) Reservation of Rights.** CrisisGo reserves the right to charge fees for access and use of the Services (in whole or in part) at any time, in its sole discretion. If CrisisGo implements any fees, CrisisGo will post a notice regarding the affected Service and send an e-mail to the e-mail address associated with your account. After the fees become effective, you may no longer be able to access the Services (in whole or in part) unless you provide a method of payment and consent to the payment terms and any additional terms which may be presented at the time of purchase.

## **Application**

**a) App Stores.** You acknowledge and agree that the availability of the Application is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play (“**App Store**”). You acknowledge that this Agreement is between you and CrisisGo and not with the App Store. CrisisGo, not the App Store, is solely responsible for the Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store’s terms and policies) when using the Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of this Agreement and will have the right to enforce them.

**b) Accessing and Download the iOS Application.** The following applies to any App Store Sourced Application accessed through or downloaded from the Apple App Store:

**a)** You acknowledge and agree that (i) this Agreement is concluded between you and CrisisGo only, and not Apple, and (ii) CrisisGo, not Apple, is solely responsible for the App Store Sourced Application and content thereof. Your use of the App Store Sourced Application must comply with the App Store Terms of Service.

**b)** You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Sourced Application.

**c)** In the event of any failure of the App Store Sourced Application to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App Store Sourced Application to you and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Sourced Application. As between CrisisGo and Apple, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the sole responsibility of CrisisGo.

**d)** You and CrisisGo acknowledge that, as between CrisisGo and Apple, Apple is not responsible for addressing any claims you have or any claims of any third party relating to the App Store Sourced Application or your possession and use of the App Store Sourced Application, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Sourced Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

**e)** You and CrisisGo acknowledge that, in the event of any third-party claim that the App Store Sourced Application or your possession and use of that App Store Sourced Application infringes that third party’s intellectual property rights, as between CrisisGo and Apple, CrisisGo, not Apple, will be

solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement.

**f)** You and CrisisGo acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as related to your license of the App Store Sourced Application, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as related to your license of the App Store Sourced Application against you as a third-party beneficiary thereof.

**g)** Without limiting any other terms of this Agreement, you must comply with all applicable third-party terms of agreement when using the App Store Sourced Application.

### **Additional terms**

This Agreement applies to all users of our Services, but there are special terms for you depending on what type of user you are. If you are an individual who organizes a group of members, then you are an **"Organizer."** If you are an employee of an Organization or an individual who is invited to be a member of a group by an Organizer, you are a **"Subscriber."** If you are agreeing to this Agreement on behalf of an organization, such as a company, school, club, or team, you are an **"Organization."** You may not sign up for or use the CrisisGo Services as someone you are not; CrisisGo may disable or terminate your account if you do so. Please read on below to find out what additional terms apply to you.

- If you are a **Subscriber**:
- You will only join groups that you have been invited to, or to which you have been accepted into.
- If you are an **Organization**:
- You will only permit current employees and independent contractors of your organization to use the Services and to create their own groups. PRIOR TO CREATING ACCOUNTS FOR SUCH INDIVIDUALS AND PROVIDING SUCH INDIVIDUALS' PERSONAL DATA TO THE SERVICES, YOU REPRESENT AND WARRANT TO US THAT YOU WILL OBTAIN THE EXPRESS WRITTEN CONSENT OF EACH EMPLOYEE OR INDEPENDENT CONTRACTOR TO PROVIDE SUCH INDIVIDUAL'S PERSONAL DATA TO THE SERVICES AND FOR THE SERVICES TO USE SUCH PERSONAL DATA TO SEND E-MAIL AND SMS AUDIO AND TEXT MESSAGES TO SUCH INDIVIDUAL, INCLUDING THROUGH THE USE OF AUTOMATIC TELEPHONE DIALING SYSTEMS OR OTHER AUTOMATED TECHNOLOGY. YOU AGREE TO BE RESPONSIBLE FOR MAINTAINING CURRENT AND ACCURATE CONTACT INFORMATION OF ALL YOUR EMPLOYEES AND INDEPENDENT CONTRACTORS ON THE SERVICES, INCLUDING PROMPT UPDATES OF ANY PHONE NUMBER CHANGES. Upon termination of an employee's or independent contractors' employment with the Organization or change of job functionality in such Organization such that such individual's job function no longer requires use of the Services, you will require such individual to cease using the Services on behalf of your Organization. If at any time you learn a user of the Services claims to be affiliated with your Organization who is not, in fact, affiliated with your Organization, or is otherwise using the Services in violation of this Agreement, you will notify CrisisGo immediately by emailing [support@crisisgo.com](mailto:support@crisisgo.com).
- If you are accessing the Services as an **Organizer**:
- The Services allow you to invite users to join your group(s) via text messages and to add users to your group(s). IF YOU INVITE OTHER USERS TO JOIN YOUR GROUP, YOU REPRESENT AND WARRANT TO US THAT YOU WILL OBTAIN THE PRIOR EXPRESS WRITTEN CONSENT OF EACH PERSON THAT YOU INVITE AND/OR ADD TO RECEIVE SUCH INVITATIONS AND TO RECEIVE EMAIL, TEXT, SMS AUDIO AND



OTHER MESSAGES FROM CRISISGO, FROM YOU, AND FROM ANYONE ELSE IN THE GROUP.

- Organizers can invite members by distributing “group codes” and communicate with Subscribers.
- You may only share group codes with Subscribers whom you wish to subscribe to your group. If you plan to broadly or publicly publish these codes, you must manage the accuracy of your Subscriber lists carefully.
- Organizers must maintain and monitor Subscriber lists in order to help ensure accurate representation of the Subscribers in your group.

## Registration

As a condition of using Services, you will be required to register an account with CrisisGo. You agree to provide CrisisGo with accurate, complete, and updated registration information. By registering an account, you represent and warrant that all registration information you submit is accurate and truthful. You agree to update such information from time to time to maintain the accuracy of such information. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. CrisisGo reserves the right to refuse registration of or cancel a CrisisGo account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password. You may not transfer your account to anyone without express prior written consent of CrisisGo. Violation of any of the foregoing may result in immediate termination of your account, revocation of your ability to use the Services, and may subject you to state and federal penalties and other legal consequences. You agree that you shall not have more than one account at any given time. You agree not to create an account or use the Services if you have been previously removed by CrisisGo, or if you have been previously banned from any Services.

Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your account, and you further acknowledge and agree that all rights in and to your account are and shall forever be owned by and inure to the benefit of CrisisGo.

## Consent to Receive Messages from CrisisGo

By providing your mobile phone number to the Services (or if you are part of an Organization, permitting the Organization to provide your mobile phone number to the Services), you hereby expressly consent to our use of your mobile phone number to call or send you SMS audio and text messages in connection with the Services, including through the use of automatic telephone dialing systems or other automated communications technology. CrisisGo will not assess and charge for any calls or texts, but standard message charges or other charged from your wireless carrier may apply.

To stop receiving SMS audio and text messages from the Services, you may remove your mobile phone number from your account.

## Content

In the course of using the Services, you and other users may provide information which may be used by CrisisGo in connection with the Services and which may be visible to certain other users. All materials, information, photos, videos, or other content (“**Content**”) that a user posts, transmits, or otherwise makes available on the Services is such user’s “**User Submission**.”

CrisisGo does not claim ownership of your User Submissions. However, when you post or publish Content on or in the Services, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display your User

Submission (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in your User Submission.

Subject to any applicable account settings that you select, you grant CrisisGo a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, your User Submission (in whole or in part) for the purposes of operating and providing the Services to you and to our other users. Please remember that other users may search for, see, use, modify and reproduce any of your User Submissions that you submit to any “public” area of the Services. You warrant that the holder of any worldwide intellectual property right, including moral rights, in your User Submission, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not CrisisGo, are responsible for all of your User Submission that you make available on or in the Services.

### **Interactions with Other Users**

Unless you have obtained prior written consent from CrisisGo, you may not use the Services to transmit any content or messages, including without limitation email, text or audio SMS messages, for any advertising purpose or to solicit others to purchase, lease, rent or invest in any property, goods or services.

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services; provided, however, that CrisisGo reserves the right, but has no obligation, to intercede in disputes between users. You agree that CrisisGo will not be responsible for any liability incurred as the result of such interactions.

The Services contain Content provided by other users. CrisisGo is not responsible for and does not control User Submissions. CrisisGo has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Submissions. You use all User Submissions and interact with other users at your own risk.

CrisisGo cannot guarantee the identity of any other users with whom you may interact in the course of using the Services. You should make whatever investigation you believe is necessary or appropriate before proceeding with any online or offline transaction with any other user. You agree that CrisisGo will not be responsible or liable for any loss or damage of any sort incurred as the result of any interactions you may have with other users, whether online or offline.

YOU ACKNOWLEDGE AND AGREE THAT CrisisGo, its parents, subsidiaries AND affiliates, AND THEIR RESPECTIVE officers, DIRECTORS, employees, agents, partners and licensors (collectively, the “**CrisisGo Parties**”) ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD CRISISGO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SERVICES. YOU UNDERSTAND THAT CRISISGO DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SERVICES.

### **Monitoring and Investigation**

CrisisGo may, but is not obligated to, monitor or review the Services at any time. Without limiting the foregoing, CrisisGo shall have the right, in its sole discretion, to remove any of your User Submissions for any reason (or no reason), including if such Content violates this Agreement or any applicable law. Although CrisisGo does not generally monitor user activity occurring in connection with the Services, if CrisisGo becomes aware of any possible violations by you of any provision of the Terms, CrisisGo reserves the right to investigate such violations, and CrisisGo may, at its sole

discretion, immediately terminate your license to use the Services, or change, alter or remove your User Submission, in whole or in part, without prior notice to you.

### **User Conduct**

You warrant, represent and agree that you will not contribute any Content or otherwise use (or encourage any third party to use) the Services in a manner that:

- infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party;
- violates any law, statute, ordinance or regulation;
- is harmful, fraudulent, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or otherwise objectionable as determined by CrisisGo in its sole discretion;
- jeopardizes the security of your account in any way, such as allowing someone else access to your account or password;
- attempts, in any manner, to obtain the password, account, or other security information from any other user;
- violates the security of any computer network, or cracks any passwords or security encryption codes;
- runs Maillist, Listserv, any form of auto-responder or “spam” on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services’ infrastructure);
- constitutes advertising or solicitation of others to purchase, rent or invest in property, goods or services, or otherwise involves commercial activities and/or sales without CrisisGo’s prior written consent, such as contests, sweepstakes, barter, or pyramid schemes;
- impersonates any other person or entity, including any employee or representative of CrisisGo;
- interferes with or attempts to interfere with the proper functioning of the Services or uses the Services in a way that is not expressly permitted by this Agreement; or
- otherwise violates this Agreement.

### **Copyright Dispute Policy**

If you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. Contact information for CrisisGo’s Copyright Agent for notice of claims of copyright infringement is as follows: [terms-privacyissues@crisisgo.com](mailto:terms-privacyissues@crisisgo.com)

### **Third Party Websites and Applications**

The Services may contain links to third party websites and applications that are not owned or controlled by CrisisGo. When you access third party websites, you do so at your own risk. CrisisGo encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or application that you visit or utilize.



CrisisGo does not endorse, has no control over, and assumes no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites. In addition, CrisisGo will not and cannot monitor, verify, censor or edit the content of any third party site. By using the Services, you expressly relieve and hold harmless CrisisGo from any and all liability arising from your use of any third party website or application.

### **Indemnity**

You agree to indemnify and hold the CrisisGo Parties harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of: (a) your User Submissions; (b) your misuse of the Services; (c) your violation of this Agreement; (d) your violation of any rights of another party, including any users; or (e) your violation of any applicable laws, rules or regulations. CrisisGo reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CrisisGo in asserting any available defenses. You agree that the provisions in this section will survive any termination of your account, this Agreement or your access to the Services.

### **Warranty Disclaimer**

YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES AND DOCUMENTATION PROVIDED BY CRISISGO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT YOUR USE OF THE SERVICES AND DOCUMENTATION ARE AT YOUR SOLE RISK AND DISCRETION. THE CRISISGO PARTIES HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND GUARANTIES REGARDING THE SERVICES AND DOCUMENTATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FURTHERMORE, CRISISGO PARTIES MAKE NO WARRANTY, REPRESENTATION, OR CONDITION THAT (I) THE SERVICES OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, TIMELY, SECURE OR ERROR-FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL ACCESSED OR OBTAINED BY YOU THROUGH THE SERVICES WILL BE AS REPRESENTED OR MEET YOUR EXPECTATIONS; OR (IV) ANY ERRORS IN THE DOCUMENTATION OR SERVICES WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CRISISGO OR FROM THE SERVICES OR DOCUMENTATION SHALL CREATE ANY REPRESENTATION, WARRANTY OR GUARANTY. FURTHERMORE, YOU ACKNOWLEDGE THAT CRISISGO HAS NO OBLIGATION TO CORRECT ANY ERRORS OR OTHERWISE SUPPORT OR MAINTAIN THE SERVICES. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. THE CRISISGO PARTIES MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

### **Limitation of Liability**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL THE CRISISGO PARTIES BE LIABLE WITH RESPECT TO (I) ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (II) DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (III) ANY LOSS OF USE, PROPERTY DAMAGE, INJURY, DEATH; OR (IV) ANY MATTER BEYOND CRISISGO'S REASONABLE CONTROL, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CRISISGO WAS ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE CUMULATIVE LIABILITY OF THE CRISISGO PARTIES TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY EXCEED THE GREATER OF \$100 OR THE FEES ACTUALLY PAID BY YOU TO CRISISGO HEREUNDER DURING THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OF LIABILITY. YOU AND crisisgo AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE This agreement, the services, OR DOCUMENTATION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN crisisgo AND YOU.

THE LAWS OF SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU AND YOU MIGHT HAVE OTHER RIGHTS. THE FOREGOING LIMITATION OF LIABILITY DOES NOT APPLY TO RESIDENTS OF THE STATE OF NEW JERSEY.

### **Term and Termination**

This Agreement will remain in full force and effect while you use the Services. You may terminate your use of the Services or your account at any time by uninstalling the Application and/or Software. CrisisGo may disable or terminate your access to the Services or your account at any time, for any reason (without cause or for your violation of any term of this Agreement), and without warning or notice, which may result in the forfeiture of all information associated with your account.

If you are an Organization that has entered into a written license agreement to use the application, the term of the written agreement is stated in that agreement. For any termination of the agreement by the Organization other than a termination for good cause (as defined below), the balance of all remaining fees relating to the unexpired term of the agreement will be immediately due and payable.

Good cause exists when CrisisGo commits a material breach of the agreement and, in the case of a material breach capable of being cured, fails to cure that breach within thirty (30) days after the receipt of a request in writing to cure such breach.

If you are an Organization that has entered into a written license agreement ("agreement") to use the application, you must provide written notice at least 30 days before the expiration of the initial term, and any subsequent renewal term, as to your intention to modify or terminate your Services. To terminate your Services, you must submit a disconnection request to [support@crisisgo.com](mailto:support@crisisgo.com). With proper notice, you may: a) enter into a new agreement effective on the first day after the expiration of the existing agreement; or b) cancel the existing agreement upon its expiration date and terminate your Services. If you fail to notify us of your intentions, the agreement will automatically renew at the same initial rates and for the same length of term as the expiring agreement.

If you are an authorized user for an Organization that has entered into an Application License Agreement with CrisisGo, this Agreement and your license to use the Application and Software and your right to use the Services, shall immediately terminate upon the earlier of the termination of the Application License Agreement, your termination of employment with such Organization, or your change of job functionality in such Organization such that your job function no longer requires use of the Services. If the license to your Organization is suspended for any reason, CrisisGo reserves the right to suspend your account for the period in which the Organization's license is suspended.

If we become aware of any possible violations by you of this Agreement, we reserve the right to investigate such violations. In the event that we determine, in our sole discretion, that you have breached any portion of this Agreement, or have otherwise demonstrated inappropriate conduct, we reserve the right to (i) warn you via e-mail (to any e-mail address you have provided to us) that you have violated this Agreement; (ii) notify and/or fully cooperate with the proper law enforcement

authorities for further action; and/or (iii) pursue any other action which we deem to be appropriate. If, as a result of the investigation, we believe that illegal activity has occurred, we reserve the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. We are entitled, except to the extent prohibited by applicable law, to disclose any data, content, or other information on or in the Services in our possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement; (iii) respond to your requests for customer service; or (iv) protect the rights, property or personal safety of CrisisGo, its users or the public, and to comply with the requests of all law enforcement or other government officials, as we in our sole discretion believe to be necessary or appropriate. We reserve the right, in our sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you. You agree that all terminations shall be made in our sole discretion and that we shall not be liable to you or any third-party for enforcing this provision.

Upon termination of your account, your license to the Application and Software and right to use the Services will immediately cease. All provisions of this Agreement which, by their nature, should

survive termination, will survive termination, including, without limitation, ownership provisions, indemnity obligations, warranty disclaimers, and limitations of liability.

### **Choice of Law**

This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

### **Arbitration**

*Please read this Arbitration Agreement carefully. It is part of your contract with CrisisGo and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

**a) Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for emergency injunctive or other equitable relief as set forth below) in connection with the Agreement or the use of any CrisisGo Properties that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and the CrisisGo Parties and their respective predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Agreement.

**b) Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party has the option to first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to CrisisGo should be sent to: CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086. After the Notice is received, you and CrisisGo may attempt to resolve the claim or dispute informally.

**c) Arbitration Rules.** Arbitration shall be initiated through JAMS, an established alternative dispute resolution provider (“**ADR Provider**”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Agreement. Copies of the JAMS Arbitration Rules, instructions on how to initiate a JAMS arbitration demand and a list of JAMS resolution center locations are available on the JAMS website at <http://www.jamsadr.com/> or by calling 800-352-5267. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Payment of all filing, administration and arbitrator fees will be governed by the JAMS rules.

**d) Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and CrisisGo, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award individualized monetary damages, and to grant any individualized non-monetary remedy or relief available to an individual under applicable law. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any

damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and CrisisGo.

**e) *Waiver of Jury Trial.*** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited than proceedings in a court and are subject to very limited review by a court.

**f) *Waiver of Class or Consolidated Actions.*** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything in this Agreement to the contrary, in the event that this subsection is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located within Santa Clara County, California, or the United States District Court for the Northern District of California.

**g) *Severability.*** If any part or parts of this Arbitration Agreement other than Subsection (f) above are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**h) *Right to Waive.*** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived in writing by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**i) *Survival of Agreement.*** This Arbitration Agreement will survive the termination of your relationship with CrisisGo.

**j) *Small Claims Court.*** Notwithstanding the foregoing, either you or CrisisGo may bring an individual action in small claims court.

**k) *Emergency Equitable Relief.*** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

**l) *Courts.*** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Santa Clara County, California, or the United States District Court for the Northern District of California for such purpose.

**m) *Material Change.*** Notwithstanding any provision in this Agreement to the contrary, in the event CrisisGo makes a material change to the Arbitration Agreement in the future, such change will not apply to any dispute to which you had already given notice of to CrisisGo at the time the change takes effect.

## **International Users**

The Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that CrisisGo intends to introduce such Services in your country. CrisisGo makes no representations that the Services are appropriate or available for use in other locations other than the United States of America. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with local law.



## **Notice**

Where CrisisGo requires that you provide an e-mail address, you are responsible for providing CrisisGo with your most current e-mail address. In the event that the last e-mail address you provided to CrisisGo is not valid, or for any reason is not capable of delivering to you any notices required/permitted by this Agreement, CrisisGo's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to CrisisGo at the following address: CrisisGo, Inc., 640 W. California Ave., Suite 210, Sunnyvale, CA 94086. Such notice shall be deemed given when received by CrisisGo by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

## **Force Majeure**

CrisisGo shall not lose any rights hereunder or be liable to you for damages or losses on account of failure of performance by CrisisGo if the failure is the result of an Act of God (e.g., fire, flood, inclement weather, epidemic, or earthquake) war or act of terrorism, including without limitation, chemical or biological warfare, labor dispute, lockout, strike, embargo; governmental acts, orders, or restrictions; failure of suppliers or third persons; power or Internet outage; mechanical, electronic or communications failure or degradation (including "line-noise" interference); or any other reason where failure to perform is beyond the CrisisGo's reasonable control.

## **Export Control**

You may not use, export, import, or transfer the Services except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Services, and any other applicable laws. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by CrisisGo are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer any products, services or technology provided by CrisisGo, either directly or indirectly, to any country in violation of such laws and regulations.

## **Consumer Complaints**

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

## **Miscellaneous**

The failure of either party to exercise, in any respect, any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. You may not assign, transfer, subcontract, delegate, or sublicense this Agreement except with CrisisGo's prior written consent. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as

otherwise provided herein. This Agreement and any subsequent versions of this Agreement posted to the Services will be deemed a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind CrisisGo in any way whatsoever.