



Your Health Record. Your Way. Your Life.

TERMS AND CONDITIONS OF USE

Effective Date: MAY 5, 2018

Welcome to EMTelink® and the EMTelink® website (www.emtelink.com and www.control.health also referred to as the "Site"). This website is offered as a service to our customers, their authorized representatives, and any other guest of EMERGENCY INFORMATION TECHNOLOGIES, LLC, also known as EMTelink® and CONTROL Your Health Record™ (also referred to as the "Company" or "We" or "Us"). The following Terms and Conditions of Use govern your use of the Site, including your access to and use of all pages and all information provided by the Site, including all content, functionality, and services offered on or through the Site, whether you access our Site and Services by the Site or through our mobile application, whether as a guest or a registered user ("User"). EMTelink® appreciates your interest in our company and your visit to this Site. The following terms and conditions of use set forth the basic rules that govern your use of this Site and also apply to your membership, subscription, access, and purchase of products and services from the Company.

1. Introduction

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.
THE TERMS 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 Terms and Conditions of Use, and your express agreement to be bound by the Terms and Conditions.

EMTelink® may change, edit, modify, delete, revise, or update the Terms and Conditions 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 express agreement to comply with the Terms and Conditions at all times.

The Site and the products and services offered on this Site are available to Users who are older than 18 years of age, or who are over the age of 13 and have the assistance and express consent of a parent or legal guardian. By using this Site, you represent and warrant that you are of legal age to form a binding contract with EMTelink® and meet all of the previously described eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site for any purpose.

**IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS,
YOU MUST IMMEDIATELY EXIT AND DISCONTINUE ALL USE OF THIS SITE.**

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 Terms and Conditions of Use 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 (the "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, and communication with EMTelink®. You may download, copy, or print the Content of

this Site for your personal non-commercial use only. First Responders and Authorized Parties are authorized to access your User Content for 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, products, confidential or proprietary information, or other information (“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. You represent and warrant that all of your User Content does and will comply with these Terms and Conditions of Use, and you agree to indemnify and hold harmless the Company and its affiliates and licensors for any breach by you of that representation and warranty.

You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not the Company, have full responsibility for that content, including its legality, reliability, accuracy, and appropriateness.

Any content uploaded, expressed, or submitted to the Site does not necessarily reflect the opinion of the Company. The Company is not responsible or liable to any third party, for the content or accuracy of any materials posted by you or any other User of the Site. By using the Site, you agree that the Company is merely hosting and re-publishing the speech of others, and that the Company is protected from any liability for User Content pursuant to section 230 of the Communications Decency Act (47 U.S.C. § 230).

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. Subject to existing laws, you waive any and all 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 an endorsement of those Submissions by EMTeLINK®. The Company 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 or associated with hosting or providing User Content to any party.

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 any Third-Party Product(s) should be directed to the third party.

8. Content Standards

These content standards apply to any and all Submissions, including User Content. Submissions must in their entirety comply with all applicable federal, state, local and international laws and regulations.

Without limiting the foregoing, Submissions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property rights of any other person or entity.

- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent any Site User's identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising, unless such commercial activities emanate from us or any authorized third party advertiser.
- Give the impression that they emanate from the Company or any other person or entity if this is not the case.

9. Monitoring and Enforcement; Termination of use of the Site.

By accessing the Site, you agree that we have the right, at the Company's sole discretion, to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates these Terms, infringes any intellectual property right or other right, threatens the personal safety of users of the Site and the public, or could create liability for the Company.
- Disclose your identity to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including, without limitation,
 - referral to law enforcement, for any illegal or unauthorized use of the Site.
 - terminate your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, you acknowledge that the Company has the right to fully cooperate with any law enforcement authority or court order requesting or directing us to disclose the identity of anyone posting any materials on or through the Site.

YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIM RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

10. Account Termination

You agree that the Company, in its sole discretion, may suspend or terminate any User account (or any part thereof), and remove and discard any content within the Service, for any reason, or if the Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions of Use. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. The Company may also, in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Site or Service under any provision of these Terms and Conditions of Use may be effected without prior notice, and you acknowledge and agree that the Company may immediately deactivate or delete your account and all related information and User Content and/or bar any further access to the Site, Submissions, User Content and/or the Service. Further, you agree that the Company will not be liable to you or any third- party for any termination of your access to the Service, or any part of the Site.

Notwithstanding anything in these Terms to the contrary, you and the Company understand and agree that the Terms that may require continued performance, compliance, or effect beyond the termination of these Terms will survive termination of the Terms and will be enforceable. EMTeLINK® may also terminate the Terms 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 Terms, as detailed.

11. User Disputes

You agree that you are solely responsible for your interactions with any other User of the Service in connection with the Service and the Site, including First Responders and/or Authorized Parties, and the Company will have no liability or

responsibility with respect thereto. The Company reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Site or the Service.

12. Copyrights and Digital Millennium Copyright Agents

The Company takes claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Site infringe your copyright, you may request removal of those materials (or access thereto) from the Website by submitting written notification to our Copyright Agent (designated below).

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, or via U.S. Mail at: 2910 Kerry Forest Parkway, Suite D4-176, Tallahassee FL 32309.

13. DMCA Infringement Notification

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

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 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;
- 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;
- 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;
- 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
- 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:

- EMTelINK® will remove or disable access to the content that is alleged to be infringing;
- EMTelINK® will forward the written notification to the alleged infringer; and
- EMTelINK® will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

14. DMCA Infringement Counter Notification

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

- A physical or electronic signature of the subscriber;
- 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;
- 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
- 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 EMTelINK® 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 the four paragraphs indicated 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.

15. Prohibited Uses

In addition to other prohibitions set forth in these Terms and Conditions of Use, 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.

16. 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®.

17. 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 inadvertently inaccurate or incomplete at certain periods of time.

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).

18. 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.

19. 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. EMTelINK® reserves the right to immediately bar access to the Site and terminate the account of any user who violates this provision.

20. 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 EMTeLINK® 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 EMTeLINK® HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EMTeLINK®'S 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, EMTeLINK®'S, ITS AFFILIATES', AGENTS', LICENSORS' AND SUPPLIERS' DAMAGES IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

21. Disclaimer

THE CONTENT PROVIDED ON THIS SITE IS PROVIDED "AS IS" AND "WITH ALL FAULTS." EMTeLINK® 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 EMTeLINK® 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 EMTeLINK® EMPLOYEE, AGENT OR REPRESENTATIVE IS AUTHORIZED TO MODIFY OR AMEND THIS WARRANTY DISCLAIMER. TO THE EXTENT ALLOWABLE BY EXISTING LAW, EMTeLINK® 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 ITS 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.

22. Indemnification and Duty to Defend

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD EMTeLINK®, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS, VENDORS AND 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 TERMS AND CONDITIONS OF USE.

23. Release

ALL USERS OF THIS SITE ACKNOWLEDGE AND AGREE THAT EMTeLINK® 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.

24. Termination

These Terms and Conditions of Use 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 these Terms and Conditions of Use to the contrary, the parties understand and agree that all terms and conditions that may require continued performance, compliance, or effect beyond the termination date of this Terms and Conditions of Use will survive termination of the Terms and Conditions of Use and will be enforceable by the parties. EMTeLINK® may also terminate and/or modify the Terms and Conditions of Use 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 these Terms and Conditions of Use. Upon any termination 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 these Terms and Conditions of Use or otherwise.

25. Arbitration Notification; Waiver Of Right To Jury Trial And Class Actions

Any controversy or claim arising out of or relating to these Terms and Conditions of Use, or any breach thereof, or arising out of your relationship with EMTeLINK, **SHALL BE RESOLVED EXCLUSIVELY BY BINDING ARBITRATION** administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. **THE PARTIES ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE A CLASS ACTION, IN ARBITRATION OR OTHERWISE, OR TO HAVE AN ARBITRATION CONSOLIDATED OR DETERMINED AS PART OF ANY OTHER ARBITRATION OR PROCEEDING. YOU ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION, DISPUTES WILL BE RESOLVED BY AN ARBITRATOR, THAT YOU WILL NOT HAVE THE RIGHT TO APPEAR IN COURT, THAT YOU ARE WAIVING THE RIGHT TO TRIAL BY JURY, AND THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than personal appearance, unless the arbitrator determines upon request that an in-person hearing is appropriate.

Any in-person hearing will be held at a location that is reasonably convenient for both parties. If the parties are unable to agree on a location, such determination will be made by the AAA or by the arbitrator. Unless otherwise prohibited by law, each party agrees to pay their own attorneys' fees and costs. The arbitrator's fees will be divided between us as set forth in AAA's Consumer Rules. The arbitrator shall have exclusive authority to resolve any dispute relating to the scope, validity, enforceability, applicability, formation, or interpretation of this arbitration agreement.

The parties agree that these Terms and Conditions of Use are subject to the Federal Arbitration Act. These Terms and Conditions of Use will be governed and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law rules. This section shall survive the termination of these Terms and Conditions of Use.

Notwithstanding this arbitration agreement, either party may bring their individual dispute in a small claims court of competent jurisdiction so long as the relief requested falls within the jurisdiction of the small claims court, and such claims may not be aggregated or brought on behalf of any other person.

26. 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.

27. 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

28. No other Agreements

Except with respect to the EMERGENCY INFORMATION TECHNOLOGIES, LLC. Services Agreement, the provisions and conditions of these Terms and Conditions of Use 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 these Terms and Conditions of Use. To the extent, and where applicable, there is any conflict between any of the terms and conditions of the EMERGENCY INFORMATION TECHNOLOGIES, LLC. Services Agreement and these Terms and Conditions of Use, the EMERGENCY INFORMATION TECHNOLOGIES, LLC, Services Agreement shall control. These Terms and Conditions of Use are effective as of their Effective Date. Continued use of the Site by you after the Effective Date constitutes your acceptance of these Terms and Conditions of Use.

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