

End User License Agreement

Monthly or annual software subscription of online training courses servicing organizations such as businesses, churches, and others.

This agreement (the “Agreement”) is a legal agreement between you, either an individual or a single legal entity (“You” or “you”), and Emergency Online Training, LLC. (“EOT”). This Agreement governs your use of Emergency Online Training’s Products, Software or Services, including any updates and accompanying written documentation provided to you (the “Products, Software or Services”).

You acknowledge and agree that EOT may occasionally contact you via email. Please see the EOT Privacy Policy, which is incorporated into this Agreement by reference.

Accounts, Passwords and Security

You must be a registered user to access the Products, Software or Services. You are responsible for keeping your password secure. You will be solely responsible and liable for any activity that occurs under your user name. If you lose your password, you can reset it only through EOT’s Forgot Password email validation system.

Acceptable Use and Conduct

You are solely responsible for your conduct and your data related to the Products, Software or Services. You agree to indemnify, defend, and hold harmless EOT and its suppliers from any and all loss, cost, liability, and expense arising from or related to your data, your use of the Products, Software or Services, or your violation of these terms.

The Products, Software or Services are made available to you only for your personal or internal business use, which use must be in compliance with all applicable laws, rules and regulations and must not infringe or violate third party rights. You may not make commercial use of the Products, Software or Services, including but not limited to selling or distributing the Products, Software or Services to any third party without written Authorization.

Any unauthorized use of any EOT computer system is a violation of this Agreement and certain federal and state laws. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

Bulk email

Some of EOT’s features allow you to send email en masse – either via services like MailChimp, or directly. As a EOT customer, you agree not to send spam, **as defined by Spamhaus**. This means understanding and abiding by relevant rules, like **CAN-SPAM**.

Violations of this policy may result in the suspension of your EOT account.

Click-to-call phone recording

You are solely responsible for your use of EOT's "click-to-call" feature. You and your end users agree to comply with all applicable laws regarding the recording of phone calls. This may include notifying all parties to a conversation that their calls are being recorded.

Consent to Collect Non-personal Information, Use of Data

The Products, Software or Services may collect certain non-personally identifiable information that resides on your device, including, without limitation, statistics relating to how often it is used, performance metrics relating to the Products, Software or Services, and configuration settings. This information collected will be sent to EOT and may be used by EOT without restriction.

When you enter your data during use of the Products, Software or Services, you agree that EOT may copy and store such data as part of the Products, Software or Services.

Changes to the Products, Software or Services and Terms and Conditions

EOT reserves the right at any time to modify, suspend, or discontinue providing the Products, Software or Services or any part thereof in its sole discretion with or without notice.

EOT reserves the right at any time to modify this Agreement in its sole discretion, without liability to you. This Agreement, as amended, will be effective upon use of the EOT Products, Software or Services and effective for all existing users immediately after posting of any amended terms on the EOT website. You agree to be bound by this Agreement, as modified. If you do not agree to any changes to this Agreement, you must terminate your account immediately.

Please review the most current version of this Agreement from time to time, located at www.emergencyonlinetraining.com/EULA (or such successor URL as Nutshell may provide), so that you will be apprised of any changes.

Use of Products, Software or Services

Subject to the terms and conditions of this Agreement, EOT grants you a non-exclusive, non-transferable, non-sublicensable limited and revocable license to use the Products, Software or Services for which you have paid the applicable fees and taxes, and to use the EOT Products, Software or Services for the sole and exclusive purposes of your personal or internal business purposes. Certain third-party code may be provided with the Products, Software or Services. The third-party license terms accompanying such code, and not the terms of this Section, will govern your use of such code. EOT reserve all other rights to its Products, Software or Services.

The Products, Software or Services and their structure, organization, source code, and documentation contain valuable trade secrets of EOT and its licensors, and accordingly you agree not to (and agree not to allow third parties to) (1) sublicense, lease, rent, loan, transfer, or distribute any aspect of the Products, Software or Services or any derivative thereof to any third party, (2) modify, adapt, translate, or prepare derivative works from the Products, Software or Services, (3) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Products, Software or Services, (4) extract portions of the software's files for use in other applications, or (5) remove, obscure, or alter EOT's or any third party's trademarks or copyright or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Products, Software or Services.

Renewals and Refunds

You agree that EOT shall have the right to automatically and without notice renew your license to continue to use the Products, Software or Services upon expiration of your license period, and that as part of such renewal EOT shall have the right to charge the applicable renewal fees and any applicable taxes to any credit card payment method on file with your account. You agree that if you elect to not permit EOT the right to automatically renew your license to use the Products, Software or Services or maintain your credit card information on file, then EOT may terminate your license.

You agree that you have seven (7) calendar days from the date that your license was renewed to elect to discontinue your use the Products, Software or Services. If you elect to discontinue your use of the Products, Software or Services within this period, you will be issued a full refund for the amount of your current license renewal. You are responsible for ensuring that EOT has current and accurate records necessary, to renew your license, including without limitation, your credit card payment data.

At no time, will a refund be issued for a Service period of less than one calendar month. EOT does not offer any refunds for purchases of the Products, Software or Services, except as expressly provided in this Agreement.

Intellectual Property

You acknowledge that EOT or third parties own all right, title and interest in and to the computer source code related to the Products, Software or Services, portions thereof, or software or content provided through or in conjunction with the Products, Software or Services, including without limitation all intellectual property rights. Except for the license granted in this Section, all rights in and to the Products, Software or Services are reserved, and no implied licenses are granted by EOT.

If you have comments on the Products, Software or Services or ideas on how to improve them, please contact our team. Please note that by doing so, you also grant EOT a perpetual, royalty-free, irrevocable, transferable license, with right of sublicense, to use and incorporate your ideas or comments into the Products, Software or Services (or third party

software, content, or services), and to otherwise exploit your ideas and comments, in each case without further compensation.

Trademark

Emergency Online Training® is a registered trademark of Emergency Online Training, LLC.

Take A Course, Pass A Test, Save A Life™ is a service mark of Emergency Online Training, LLC.

Term and Termination

This Agreement is effective upon any use including during a Trial Period of EOT's Products, Software or Services and remains in effect until your account is terminated.

This Agreement automatically terminates if you fail to comply with its terms and conditions. EOT reserves the right to refuse or discontinue participation to any user at any time at its sole discretion. You agree that, upon such termination, you will discontinue all use of the Products, Software or Services and that your access rights will immediately terminate.

The terms of the Sections entitled Consent to Collect Non-Personal Information; Intellectual Property; Disclaimer of Warranties; Limitation of Liability; Governing Law, Dispute Resolution, and Venue; and Entire Agreement and Assignment will survive expiration or termination.

If this Agreement terminates, other than for your failure to comply, EOT will use commercially reasonable efforts to make your Data available for you by request only for a period of thirty (30) days. EOT has no obligation to provide you with a copy of your Data and may remove and discard any Data.

General Disclaimer

You should not solely rely on any content or training material found or purchased on our Site, but should instead seek other opinions before taking or failing to take any action which could lead to injury, harm, death or damage of any kind. CPR and First Aid procedures should be performed only on persons who require them and generally under the supervision of a licensed professional. Do not attempt or practice these techniques on anyone that does not need them. Performing these procedures when they are not needed could result in serious injury or death. CPR and First Aid may not prevent injury or death even when they are properly performed. CPR and First Aid instruction should not be viewed by children or adults who will not fully understand the training or the potential consequences of such training.

EOT does not offer or purport to offer legal advice. Any legal questions should be referred to an attorney. EOT does note the following general principles, which may or may not apply in any particular jurisdiction. A person must give consent to an offer of assistance before any

person attempts to render either CPR or First Aid. If a person is conscious, the rescuer should ask for consent before rendering help. Consent may be implied if the person is unconscious, so badly hurt that the injury is potentially life-threatening, or too ill to respond. A rescuer should attempt to receive permission to render aid from a parent or guardian if the person is a minor or is mentally or emotionally handicapped. If a parent or guardian is unavailable, the rescuer may generally give aid without consent. State "Good Samaritan" laws may provide rescuers with legal protection if the rescuer acts in good faith and is not guilty of gross negligence or reckless or willful misconduct. The scope of protection afforded by these laws varies from state to state; the rescuer should be familiar with the laws of any state in which they are rendering or attempting to render aid.

The actual certificate as printed may vary from the image displayed on this website. The sole purpose of the certificate is to verify that to the best of our knowledge, the purchaser has successfully completed our online course(s). The certificate does not represent, warrant or guaranty that the purchaser is properly prepared or equipped to perform CPR or First Aid. Our role is to provide education to the user using generally accepted training guidelines. Our company does not represent, warrant or guaranty, either explicitly or implicitly, that its certification will comply with the user's or any third party's requirements or standards. You are solely responsible for ensuring compliance with the requirements and standards of any regulatory or licensing body or employer.

Disclaimer of Warranties

THE PRODUCTS, SOFTWARE OR SERVICES AND ANY THIRD PARTY SOFTWARE AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. EOT AND SUCH THIRD PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE PRODUCTS, SOFTWARE AND SERVICE AND SUCH THIRD PARTY SOFTWARE OR SERVICES.

YOU UNDERSTAND AND AGREE THAT YOU USE THE PRODUCTS, SOFTWARE OR SERVICES, AND ALL THIRD PARTY SOFTWARE OR SERVICES MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE PRODUCTS, SOFTWARE OR SERVICES, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE PRODUCTS, SOFTWARE OR SERVICES AND SUCH THIRD PARTY SOFTWARE AND SERVICES.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU

MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EOT, OR ITS SUPPLIERS, RESELLERS, PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE PRODUCTS, SOFTWARE OR SERVICES, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF EOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

WITHOUT LIMITING THE FOREGOING, THE TOTAL AGGREGATE LIABILITY OF EOT, AND ITS SUPPLIERS, RESELLERS, PARTNERS AND THEIR RESPECTIVE AFFILIATES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT, IF ANY, PAID BY YOU TO EOT FOR THE PRODUCTS, SOFTWARE OR SERVICES. IF THE PRODUCTS, SOFTWARE OR SERVICES ARE PROVIDED WITHOUT CHARGE, THEN EOT AND ITS SUPPLIERS SHALL HAVE NO LIABILITY TO YOU WHATSOEVER.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE PRODUCTS, SOFTWARE OR SERVICES, FROM INABILITY TO USE THE PRODUCTS, SOFTWARE OR SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE PRODUCTS, SOFTWARE OR SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR DIRECT DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

LICENSEE AGREES THAT LICENSOR WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION, AND USE OF THE PRODUCTS, SOFTWARE OR SERVICES.

Export Restrictions and Enforceability

You acknowledge and agree that the Products, Software or Services which are the subject of this Agreement, may be controlled for export purposes. You agree to comply with all United States export laws and regulations. You assume sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any United States export law or regulation. If you are located in a country subject to embargo by the United States government, you are not entitled to use the Software or Service.

The failure of EOT to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, the remainder of this Agreement will continue in full force and effect.

Governing Law, Dispute Resolution, and Venue

This agreement will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any conflict of laws and provisions that would require the application of the laws of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

All domestic (U.S.) disputes arising under or relating to this Agreement shall be resolved by final and binding arbitration conducted before a single arbitrator pursuant to the commercial arbitration rules of Resolute Systems, Inc. that were in force as of April 30, 2008. Notwithstanding the provisions governing domestic dispute arbitration, any dispute arising under this Agreement that involves a dispute between EOT and a person who is neither a citizen nor a resident of the United States, shall, at either party's request, be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules, with such arbitration to be conducted in USA.

The administrative expenses, arbitrator fees, and facility charges associated with the arbitration, whether domestic or international, shall be split equally between the parties. Each party shall be solely responsible for its attorney fees, expert witness fees, and other costs, fees, and expenses.

The arbitrator shall render a naked award. Judgment on any arbitral award under this Agreement may be entered in any court of competent jurisdiction. It is the intent of the parties that neither the award nor any resulting judgment have res judicata (claim preclusion) or collateral estoppel (issue preclusion) effects except as between the parties themselves.

The arbitration undertaking in this Agreement shall be governed by, construed, and interpreted in accordance with the Federal Arbitration Act, 9 U.S.C. 1 et seq. and, in the case of arbitrations involving one or more non-U.S. parties, by the Convention on the Recognition and Enforcement of Foreign Arbitral Awards and the U.S. legislation implementing the same, 9 U.S.C. 201 et seq.

To the extent that the Arbitration provisions of this Agreement do not apply, this Agreement will be subject to the exclusive jurisdiction of the state and federal courts serving Warren County, Ohio, United States, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts, except that nothing will prohibit EOT from instituting an action in any court of competent jurisdiction to obtain injunctive relief or protect or enforce its intellectual property rights.

Entire Agreement and Assignment

This Agreement, which incorporates the EOT Privacy Policy, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of this Agreement will be effective only if in writing and signed by EOT.

You may not assign or transfer any of your rights or obligations under this Agreement to a third party without the prior written consent of EOT. EOT may freely assign this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void from the beginning.

Inquiries

All inquiries to EOT about this Agreement or the Privacy Policy should be made by emailing support@emergencyonlinetraining.com.

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