

Emergency Charitable Services – Terms of Use Agreement

This Terms of Use Agreement (these “Terms of Use”) is a binding legal contract between you (“You” or “Your” either an individual or a legal entity) and Emergency Charitable Services, Inc. (“Emergency Charitable Services”) or “ECS”). These Terms of Use govern Your access to and use of the websites, media, apps, in-app services and any other cloud services offered by ECS including without limitation the www.emergencycs.org web site and any media, software, programs, services, tools, features, databases, materials, content, features, products, apps, in-app services, or information available or sold on or through it or used in connection with it (collectively, the “Services” and each a “Service”). By downloading, accessing or using any part of the Service that You have accessed, You will be bound by these Terms of Use. If You do not agree to these Terms of Use, ECS is not willing to grant You any right to use or access the Service. In such event, You are not granted permission to access or otherwise use the Service and are instructed to exit the Service and notify ECS, in writing, immediately.

ECS may change, add or remove portions of the Terms of Use from time to time, and such changes shall become effective immediately upon posting. It is Your responsibility to review the ECS prior to each use of the Service, and by continuing to use the Service, You agree to any changes, additions and removals.

SERVICE ACCESS AND USE LICENSE

The Service You have accessed and all of its contents as a whole and in part are protected by copyright, trademark, service mark, trade name and other intellectual property, and are owned or controlled by ECS, its affiliates and licensors. The Service is licensed to You, not sold. Except for the limited license granted in these Terms of Use, ECS and its licensors retain all right, title and interest in the Service and all proprietary rights in the Service, including without limitation copyrights, patents, trademarks, service marks and trade names. ECS may change, suspend, or discontinue any aspect of the Service at any time. ECS, its suppliers and service providers reserve all rights not granted in these Terms of Use.

1. **GRANT OF LICENSE.** ECS grants You a personal, revocable, nontransferable, nonexclusive license to use the Service for personal, non-commercial purposes, conditioned on Your continued compliance with these Terms of Use.
2. **LIMITATIONS ON LICENSE.** The license granted to You in these Terms of Use is restricted as follows:

Emergency Charitable Services – Terms of Use Agreement

- A. Limitations on Copying and Distribution. You may download or copy downloadable items displayed on the Service for personal, non-commercial use only, provided that You maintain and display all copyright, trademark and other notices contained therein.
- B. Limitations on Use. You may use and access the Service solely for Your personal, non-commercial use. All use of the Service must be in accordance with these Terms of Use. You may not use, copy, store, reproduce, transmit, distribute, display, modify, alter, license, sublicense, or commercially exploit the Service or any contents, information, data or materials provided through the Service in any manner not expressly permitted by these Terms of Use or the Service. You may not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Service, or directly or indirectly permit any third party to use or copy any of the Services. You may not: (i) use any “deep link”, “page scrape”, “robot”, “spider”, or other automatic device, program, script, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Service or in any way reproduce or circumvent the navigational structure or presentation of the Service to obtain or attempt to obtain any materials, documents, or information through any means not purposefully made available through the Service; (ii) attempt to gain unauthorized access to any portion or feature of the Service, including without limitation, the account of any other authorized user or any other systems or networks connected to the Service or to any server used by ECS or to any of the services offered on or through the Service, by hacking, password “mining” or any other illegitimate or prohibited means; (iii) probe, scan, or test the vulnerability of the Service or any network connected to the Service, or breach the security or authentication measures on the Service, or any network connected to the Service; (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to the Service; (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or systems or networks of ECS or networks connected to the Service; (vi) use any device, software, or routine to interfere with the proper working of the Service or any transaction being conducted on the Service, or with any other person’s use of the Service; (vii) use the Service to harvest or collect e-mail addresses or other contact information; (viii) market, co-brand, private label, separately distribute, resell or otherwise permit third parties to access and use the Service

Emergency Charitable Services – Terms of Use Agreement

- without the express, separate and prior written permission of ECS; (ix) create an intact reproduction of a page or pages of the Service into another service; or (x) use the Service in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact ECS.
- C. **Non-Solicitation.** You may not post or transmit through the Service any material which contains advertising or any solicitation with respect to products or services.
- D. **Limitations on Reverse Engineering and Modification.** You may not reverse engineer, decompile, disassemble, modify or create works derivative of the Service or any materials accessed through the Service.
- E. **Proprietary Notices.** You may not remove any proprietary notices, including copyright and trademark notices, or labels from the Service on any materials accessed through the Service.
- F. **Compliance with Applicable Law.** You are solely responsible for ensuring Your use of the Service is in compliance with all applicable foreign, Federal, state and local laws, rules and regulations.
3. **USER OBLIGATIONS.** By downloading, accessing, or using the Service in order to view information and materials or submit Material (as defined below) of any kind, You represent that You: (i) are at least eighteen (18) years of age, or between thirteen (13) and seventeen (17) years of age and using the Service with parental or legal guardian consent and supervision; (ii) are registered to the extent required, and have not been previously restricted, suspended or terminated by ECS; and (iii) are not using another authorized user's account without that person's permission.
4. **YOUR SUBMISSION OF CONTENT.** The Service may contain comment areas, questionnaires, tools, and other interactive features where You can share and display content, information, postings, materials, including without limitation, statements, photographs, video and other images (collectively "Materials"). You are solely responsible for any Materials You provide. By submitting Materials to the Service, You warrant that You have all necessary rights to grant, and do automatically grant to ECS and its affiliates, a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, publicly display, publicly perform, translate, and distribute such Materials (in whole or in part) and/or to incorporate them in other works in any form, media or technology now known or developed in the future. You also

Emergency Charitable Services – Terms of Use Agreement

permit any other users of the Service to access, view, store or reproduce Your Materials and content for that user's personal, non-commercial use. ECS will not be required to treat any Materials as confidential, and You grant to ECS the right to edit, copy, display, publish and distribute any Materials made available via the Service by You, without compensation to You or any other party submitting the Materials for You. Notwithstanding the right and license, by merely permitting Your Materials to appear on the Service, ECS is not a publisher of such Materials, and is merely functioning as an intermediary to enable You to provide and display Materials. Moreover, and except as provided in these Terms of Use with respect to the right and ability of ECS to delete or remove Materials, ECS does not endorse, oppose, or edit any opinion provided by You or any other user and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any Materials displayed, uploaded, linked-to or distributed by You or any other user. You agree that by using the Service, you acknowledge that ECS does not endorse, oppose, or edit any opinion provided by any user and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any Materials displayed, uploaded, linked-to or distributed by any user. You agree that by using the Service, You will not post or transmit any of the following:

- A. anything that You know to be false or misleading;
- B. anything that could or would cause ECS to make an impermissible distribution of funds for a purpose that is not a charitable purpose, as defined by the U.S. Internal Revenue Code;
- C. anything that interferes with or disrupts the Service or its operation;
- D. Materials that are vulgar, obscene, indecent, profane, or otherwise objectionable or offensive, defamatory, libelous, unlawful, threatening, abusive, harassing, misleading, or false;
- E. unauthorized copyrighted materials, or any other material that infringes on the intellectual property rights, rights of publicity or personality, trade secrets, confidentiality, or privacy of others;
- F. Materials that encourage criminal conduct or that would give rise to civil liability or otherwise violate any law or regulation in any jurisdiction;
- G. Materials that harm minors;
- H. Materials that impersonate any other person or entity, whether actual or fictitious, or that misrepresent Your affiliation with any entity; or
- I. files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer, network, or the Service.

Emergency Charitable Services – Terms of Use Agreement

5. OTHER TERMS AND CONDITIONS. Additional notices or terms and conditions may apply to receipt of services, participation in a particular program, sweepstakes, training, authorized user registration to other specific portions or features of the Service, all of which are made a part of these Terms of Use by this reference. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Service, these Terms of Use shall control with respect to Your use of that portion of the Service.
6. LINKS TO OTHER SERVICES. ECS may provide links, in its sole discretion, to other services. ECS is not responsible for the availability of these outside resources or their contents. ECS expressly disclaims any responsibility for the content, materials, accuracy of information and/or the quality of the products or services provided by, available through, or advertised on these third-party services, or the products or services provided by any third party.
7. LINKS TO THIS SERVICE. You may link to the Service provided that You do so in a way that indicates that the link is direct to an ECS Service and is fair and not misleading. You may not integrate or make use of all or part of the Service in ways that would confuse or mislead visitors as to the nature and origin of the Service's content.
8. PASSWORDS; SECURITY. Registration by You as an authorized user for access to certain areas of the Service may require both a user name and a password (“Authorized User Credentials”). You may also have to provide certain registration information, all of which must be accurate and updated. You are not allowed to share or give Your Authorized User Credentials to anyone else. You are responsible for maintaining the confidentiality of Your password. You agree not to use another person’s Authorized User Credentials or select Authorized User Credentials: (i) with the intent to impersonate another person; (ii) subject to the rights of another person without authorization; (iii) in violation of the intellectual property rights of another person; or (iv) that ECS, in its sole discretion, deems inappropriate or offensive or discriminates on the basis of race, color, sex, language, religion, political or other opinion, national or social origin, property, birth or other status. You acknowledge and agree that You shall have no ownership or other property interest in Your account and/or user name, and You further acknowledge and agree that all rights in and to Your user name and account are and shall forever be owned by and inure to the benefit of ECS. Failure to comply with the foregoing shall

Emergency Charitable Services – Terms of Use Agreement

constitute a breach of these Terms of Use, which may result in immediate suspension or termination of Your Authorized User Credentials. ECS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM YOUR FAILURE TO COMPLY WITH THESE OBLIGATIONS. ECS reserves the right to delete or change Authorized User Credentials (with or without notice) at any time and for any reason.

9. **TERMINATION.** These Terms of Use and Your license to use the Service will take effect the moment You install, access, or use the Service and will be in effect until terminated as set forth herein. This license will automatically terminate in the event You breach any of these terms. Termination will be effective without notice. You may terminate these Terms of Use at any time by ceasing to use the Service. All applicable provisions of these Terms of Use as identified below will survive termination. Upon termination, You must destroy all copies of any aspect of the Service in Your possession. The following will survive termination of these Terms of Use for any reason: (i) the General section below; (ii) the provisions concerning rights in Your Materials that You have granted to ECS; and (iii) ECS' proprietary rights, indemnity, disclaimers of warranty, limitation of liability, and governing law.
10. **WARRANTY DISCLAIMER.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND YOU ASSUME ALL RISK. THE SERVICE AND ITS INFORMATION, CONTENT, MATERIALS, PRODUCTS, SERVICES, AND USER CONTENT IS PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ECS AND ITS LICENSORS DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, FITNESS FOR A PARTICULAR PURPOSE, AND RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE. ECS DOES NOT ENDORSE, RECOMMEND, OR MAKE ANY WARRANTIES AS TO THE CONTENT, INFORMATION, MATERIALS, USER MATERIALS, FEATURES, SERVICES, PRODUCTS, OPINIONS, OR STATEMENTS AVAILABLE ON OR THROUGH THE SERVICE OR THROUGH LINKS ON THE SERVICE. ECS DOES NOT WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE THAT ECS IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES

Emergency Charitable Services – Terms of Use Agreement

AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

11. OTHER DISCLAIMERS. CONTENT ON THE SERVICE IS NOT INTENDED TO SUBSTITUTE FOR PROFESSIONAL ADVICE OF ANY KIND. IN PARTICULAR, NOTHING CONTAINED ON THE SERVICE IS OR SHOULD BE CONSIDERED, OR USED AS A SUBSTITUTE FOR, LEGAL OR TAX ADVICE. ECS DOES NOT PROVIDE LEGAL OR TAX ADVICE.

LAWS OF A SPECIFIC STATE OR LAWS RELEVANT TO A PARTICULAR SITUATION MAY AFFECT THE APPLICABILITY, ACCURACY, OR COMPLETENESS OF THIS INFORMATION. FEDERAL AND STATE LAWS AND REGULATIONS ARE COMPLEX AND SUBJECT TO CHANGE. ECS MAKES NO WARRANTIES WITH REGARD TO THE INFORMATION OR RESULTS OBTAINED BY ITS USE. ECS DISCLAIMS ANY LIABILITY ARISING OUT OF YOUR USE OF, OR RELIANCE ON, THE INFORMATION. CONSULT AN ATTORNEY OR TAX ADVISOR REGARDING YOUR SPECIFIC LEGAL OR TAX SITUATION.

12. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ECS OR ITS SUPPLIERS/LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), WHICH INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE, ITS CONTENT OR PRODUCTS, OR ANY OF ITS THIRD PARTY CONTENT OR PRODUCTS AVAILABLE OR SOLD ON OR THROUGH THE SERVICE, EVEN IF ECS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF ECS AND ITS SUPPLIERS/LICENSORS UNDER THESE TERMS OF USE FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESS TO THE SERVICE.

Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to You.

Emergency Charitable Services – Terms of Use Agreement

13. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE. ECS is committed to complying with copyright and related laws, and requires all users of the Service to comply with these laws. Accordingly, You may not store any material or content or use or disseminate any material or content through the Service in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. Owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the “DMCA”) to report alleged infringements. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of ECS to terminate use privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to ECS by the copyright owner or the copyright owner’s legal agent.

If You feel that certain Materials are objectionable or infringing, please contact ECS immediately. Upon ECS’ receipt of a proper written notice of claimed infringement under the DMCA, ECS will respond expeditiously to remove, or disable access to, the material claimed to be infringing and will follow all other relevant procedures specified in the DMCA with regard to the claimed infringement. The designated agent of ECS (i.e., the proper party) to whom You should address such notice is listed below.

If You believe that Your work has been copied and posted using the Service in a way that constitutes copyright infringement, please provide ECS’ designated agent with a written communication containing the following information:

- A. an electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right in the copyright that is allegedly infringed;
- B. a description of the copyrighted work that You claim has been infringed;
- C. a description of where the material that You claim is infringing is located to permit ECS to locate the material;
- D. Your address, telephone number, and email address;
- E. a 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
- F. a statement by You, made under penalty of perjury, that the information contained in Your report is accurate and that You are the owner of the

Emergency Charitable Services – Terms of Use Agreement

exclusive right in the copyright that is allegedly infringed or authorized to act on the owner's behalf.

ECS' designated agent for notice of claims of copyright infringement can be reached as follows:

By E-Mail:
IPRights@emergencycs.org with the subject line "DMCA"

By Mail:
Designated Agent
Emergency Charitable Services
530 South Lake Avenue, Unit 105
Pasadena, California 91103

14. INTERNATIONAL USERS. While all Services are controlled and operated within the United States, this website may be distributed internationally and may contain references to ECS services, products, and programs that are not available in Your country. These references do not imply that ECS intends to announce or provide the programs, products, or services in Your country. ECS makes no representation that content, materials or products available on or through the Service are appropriate or available for use outside of the United States. If You access or use the Service from a location outside the United States, You are responsible for compliance with applicable laws, including local laws regarding online conduct and content and product use, and U.S. export laws and regulations.

15. MONITORING. ECS has the right, but not the obligation, to monitor the content of the Service (including any social or chat forum or tools, services or functions that enable the sharing, display or performance of any Material), to determine compliance with these Terms of Use and any operating rules established by ECS, and to satisfy any law, regulation or authorized government request. ECS has the right and sole discretion to edit, refuse to post, or to remove any Materials submitted to or posted on or within the Service, including, without limitation, the right to remove any Materials that ECS, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

Emergency Charitable Services – Terms of Use Agreement

16. INDEMNIFICATION. You agree to indemnify, defend and hold ECS and its affiliates and its and their respective governors, directors, officers, employees, volunteers, and agents harmless from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees and costs) arising out of Your use of the Service.
17. PRIVACY POLICY. You understand, acknowledge, and agree that the operation of certain programs, services, tools, purchase options, materials, or information in the Service requires the submission, use and dissemination of various personal identifying information. Accordingly, if You wish to access and use those programs, services, tools, materials, purchase options, or information of the Service, You acknowledge and agree that Your use of the Service will constitute acceptance of the personal identifying information collection and use practices contained in the privacy policies posted on the Service. The privacy policy for ECS is hereby incorporated by reference and You may read it at – <https://www.emergencycs.org/privacypolicy/>
18. TRADEMARK INFORMATION. The ECS emblem and Emergency Charitable Services name and logo are federally protected and registered marks of ECS and protected under U.S. Code, Title 18, Section 706. All other trademarks displayed on this Service or through links to other services are the property of the respective trademark owners.
19. GENERAL. These Terms of Use are governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and wholly performed within the State of California between State of California residents. Any action or proceeding brought by You or ECS shall be brought only in a court of competent jurisdiction located in the County of Los Angeles in the State of California and You and ECS agree to submit to personal jurisdiction of those courts for purposes of any action or proceeding.

These Terms of Use shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. These Terms of Use constitute the entire understanding and agreement between ECS and You with respect to the Service and any transactions contemplated in these Terms of Use, and supersede all prior or contemporaneous oral or written communications with respect to the subject matter of these Terms of Use, all of which are merged into these Terms of Use. You may not modify, amend or alter in any way these Terms of Use. In the event any provision of these Terms of Use are found to be

Emergency Charitable Services – Terms of Use Agreement

invalid or unenforceable pursuant to judicial decree, the remainder of these Terms of Use will remain valid and enforceable according to its terms. Any failure by ECS to strictly enforce any provision of these Terms of Use will not operate as a waiver of that provision or any subsequent breach of that provision. The disclaimers and limitations of liability will survive any termination or expiration of these Terms of Use. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES WILL REMAIN IN EFFECT.