

TERMS OF USE

BY USING ANY PORTION OF THE ELECTROMAGNETIC SAFETY ALLIANCE INC. WEBSITE, www.emsafetyalliance.org, AND ANY MEDIA FORM, MEDIA CHANNEL, MOBILE WEBSITE OR MOBILE APPLICATION RELATED, LINKED, OR OTHERWISE CONNECTED THERETO (collectively, the “WEBSITE”) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. If you disagree with any of the terms below, we do not grant you the right to use the Services described in these Terms of Use (“Terms”) and you should immediately discontinue all use of the Website.

These Terms contain the terms and conditions that govern your access to and use of the Website and any other service related to the Website (collectively, the “Services”) and is an agreement between Electromagnetic Safety Alliance, Inc. (“ESA”, “we”, “us”, “our”, or “it”) and you. These Terms are effective as of September 7, 2022. We reserve the right to change these Terms from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Website and these Terms periodically and to be aware of any modifications. Your continued use of the Website after such modifications will constitute your acknowledgement of the modified Terms and agreement to abide and be bound by the modified Terms.

1. Description of Services
2. Eligibility and Registration
3. License to Use Website
4. Your Conduct on the Website

1. Description of Services

We make various Services available on this Website including, but not limited to, information about electromagnetic safety of various network communications technologies products. You are solely responsible for providing, at your own expense, all equipment necessary to use the Services (including a computer and Internet access).

You understand and agree that temporary interruptions of the Services available through the Website may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Website, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Services available on the Website as provided “AS IS” and that we assume no responsibility for the timeliness,

deletion, mis-delivery or failure to store any user communications or personalization settings.

2. Eligibility and Registration

ESA will only knowingly provide the Services on its Website to parties that can lawfully enter into and form contracts under applicable law. If you are under the age of 18, you are not authorized to use the Services offered on the Website.

3. License to Use Website

ESA grants you a limited revocable license to access and use the Website and the Services for their intended purposes, subject to your compliance with these Terms. This license does not include the right to collect or use information contained on the Website for purposes prohibited by ESA; to create derivative works of the Website or Services; or download or copy the Website (other than for page caching, as conducted by the browser you are using to access the Website). If you use the Website in a manner that exceeds the scope of this license or you breach these Terms, ESA may revoke the license granted to you.

4. Your Conduct on the Website

- a. Prohibited Uses Your use of the Website is subject to all applicable laws and regulations and you are solely responsible for the content of your communications through the Website. You may only use the Services and Website as expressly permitted by ESA. You may not cause harm to the Services or the Website. Specifically, but for purposes of illustration only and not limitation, you may not:
 - i. Interfere with the Services by using viruses or any other programs or technology designed to disrupt or damage any software or hardware;
 - ii. Modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Services;
 - iii. Interfere with, or disrupt the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services;
 - iv. Use a robot, spider or other device or process to monitor the activity on or copy pages from the Website, except in the operation or use of an internet "search engine";
 - v. Collect electronic mail addresses or other information from third parties by using the Services;
 - vi. Impersonate another person or entity;
 - vii. Use any meta tags, search terms, key terms, or the like that contain ESA's name or trademarks;

- viii. Engage in any activity that interferes with another user's ability to use or enjoy the Services of Website;
 - ix. Sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of the Website, or use of or access to the Website; or
 - x. Assist or encourage any third-party in engaging in any activity prohibited by the Terms.
- b. Privacy Policy. By entering into the Terms, you agree to ESA's collection, use, and disclosure of your personal information in accordance with the Privacy Policy.

5. Reservation of Rights

- a. Monitoring. ESA reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Website. If ESA determines, in its sole and absolute discretion, that you or another ESA user will breach a term or condition of these Terms or that such transaction or communication is inappropriate, ESA may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.
- b. Right to Deny Services. ESA reserves the right to refuse access to Services or the Website to you if, in ESA's sole determination, your continuing use of the Services or Website is:
- i. Unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates ESA's rules or policies;
 - ii. Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
 - iii. Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
 - iv. Constitutes unauthorized or unsolicited advertising, junk or bulk mail, any other form of unauthorized solicitation, or any form of lottery or gambling; or
 - v. Impersonates any person or entity, including any of our employees or representatives.

- c. Modification of the Services. We reserve the sole right to either modify or discontinue the Website, including any features therein, at any time with or without notice to you. ESA shall not be liable to you or any third party should it exercise such right. Modifications may include, but are not limited to, changes in the prices of products offered on the Website or the removal of certain products from the Website. Any new features that augment or enhance the then-current Services on the Website will also be subject to these Terms.

6. Third Party Sites and Information

The Website may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

7. Intellectual Property Information

All content on the Website and all Services are Copyright © 2022 ESA. All Rights Reserved.

For purposes of these Terms, “content” is defined as any information, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our Website. This includes, but is in no way limited to, product description pages, blog postings, source code, databases, functionality, website designs, audio, video, text, photographs, and other content appearing on the Website.

By accepting these Terms, you acknowledge and agree that all content presented to you on this Website is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of ESA. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for digital copies made by your computer or third-party service provider incidental to your access and use of the Website, you may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this Website in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted

material that is available on this Website. Any unauthorized use of the materials appearing on this Website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The following are trademarks or service marks of ESA: Logos. All other trademarks or service marks are property of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, and/or the name of ESA.

8. User Suggestions for Improvement

When you submit questions, comments, suggestions, ideas, message board postings, material submitted via web forms, communications, or any other information (“Submissions”), you grant ESA permission to use such Submissions for marketing and other promotional purposes, including the right to sublicense. You agree that ESA will have no obligation to keep any Submissions confidential. You will not bring a claim against ESA based on “moral rights” or the likes arising from ESA’s use of a Submission.

9. Representations and Warranties

- a. Mutual Representations and Warranties. You represent and warrant to ESA and ESA represents and warrants to you:
 - i. That you or it has the full power and authority to enter into and perform under these Terms;
 - ii. The execution and performance of your or its obligations under these Terms does not constitute a breach of or conflict with any other agreement or arrangement by which you or it is bound; and
 - iii. These terms are a legal, valid, and binding obligation of the party entering into these Terms, enforceable in accordance with its terms and conditions.

- b. By You. You represent and warrant to ESA that, in your use of the ESA Services, you: (i) Will not infringe the copyright, trademark, patent, trade secret, right of privacy, right of publicity or other legal right of any third party; and (ii) Will you violate any applicable laws, rules, and regulations, including without limitation, by exploiting images or the likeness of minors. You further represent and warrant to ESA that: (i) there are no claims, demands or any form of litigation pending, or to the best of your knowledge, threatened with respect to any of your Content; (ii) ESA will not be required to make any payments to any third party in connection with its use of your Content, except for the expenses that ESA incurs in providing the Services; (iii) The use of any instructions, formulae, recommendations, or the like contained in your Content will not

cause injury to any third party; and (iv) your Content does not contain viruses or any other program or technology designed to disrupt or damage any software or hardware.

10. Disclaimers and Exclusions

- a. “AS IS” BASIS AND DISCLAIMER OF SPECIFIC WARRANTIES. ESA PROVIDES THE WEBSITE AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. ESA DOES NOT REPRESENT OR WARRANT THAT THE WEBSITE, SERVICES, THE USE OF EITHER, OR THE PRODUCTS OFFERED ON THE WEBSITE: (i) WILL BE UNINTERRUPTED, (ii) WILL BE FREE OF INACCURACIES OR ERRORS, (iii) WILL MEET YOUR REQUIREMENTS; or (iv) WILL OPERATE IN THE CONFIGURATION OR WITH THE HARDWARE OR SOFTWARE YOU USE. ESA MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE TERMS, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.
- b. Limitation of Liability. ESA WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOST PROFITS, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SERVICES OR THESE TERMS, BASED ON ANY CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF A PARTY’S REPRESENTATIONS AND WARRANTIES UNDER THESE TERMS OR IN CONNECTION WITH YOUR INDEMNITY OBLIGATIONS UNDER THESE TERMS, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY IN CONNECTION WITH THESE TERMS EXCEED THE GREATER OF (i) THE AMOUNT PAID BY ESA TO YOU DURING THE SIXTH MONTHS IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO SUCH LIABILITY OR (ii) \$100. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY OR MAY NOT APPLY TO YOU.

11. Indemnification

You hereby indemnify and hold ESA and its employees, representatives, agents, affiliates, directors, officers, managers and shareholders (the “Parties”) harmless

from any damage, loss, or expense (including without limitation, attorneys' fees and costs) incurred in connection with any third-party claim, demand or action ("Claim") brought against any of the Parties alleging that you have breached any provision of these Terms through any act or omission, including without limitation monetary damages incurred by ESA due to any breach of this Agreement or violation of any policy. If you have to indemnify ESA under this Section, ESA will have the right to control the defense, settlement, and resolution of any Claim solely as against you and at your sole expense. However, you may not settle or otherwise resolve any Claim without ESA's express written permission.

12. Termination

- a. Termination. In its sole discretion, with or without notice to you, ESA may: (i) suspend, limit your access to, or terminate your use of the Website and/or Services; (ii) suspend, limit your access to, or terminate your account; and (iii) prohibit you from using the Services and/or the Website.
- b. Survival of Terms. Notwithstanding Section 12.a, above, these Terms will survive indefinitely unless and until ESA chooses to terminate these Terms.
- c. Effect of Termination. If you or ESA terminates your use of the Website or the Services, ESA may delete any materials relating to your use of the Services on ESA's servers or otherwise in its possession and ESA will have no liability to you or any third party for doing so.

13. Miscellaneous

- a. Entire Agreement. These Terms constitute the entire agreement between ESA and you concerning the Services.
- b. Notices. We may give notice to you by email, a posting on the Website, or other reasonable means. You must give notice to us in writing via email to notice@emsafetyalliance.org, or as otherwise expressly provided by ESA from time-to-time via its Website. If ESA provides notice to you, ESA will use the contact information provided by you to ESA. All notices will be deemed received 24 hours after the message was sent, if no "system error" or other notice of non-delivery is generated. If applicable law requires that a given communication be "in writing," you agree that email communication will satisfy this requirement.
- c. Assignment of obligations.
 - i. *By ESA.* All of the obligations of ESA under these Terms may be assigned at any time.

- ii. *By You*. You may not assign or otherwise transfer any of your rights and obligations under these Terms without our prior written approval.
- d. Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.
- e. Severability. These terms are contractual and are not a mere recital. If any portion of these Terms are held to be invalid or unenforceable, the remaining portion of the Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms but the rest of the Terms will remain in full force and effect.
- f. Dispute Resolution. All disputes arising out of, relating to or connected with these Terms or your use of any part of the Services will be exclusively resolved under confidential binding arbitration held in Pima County, Arizona, before and in accordance with the rules of the American Arbitration Association's Arbitration Rules, by a sole arbitrator applying Arizona law (without regard for conflicts of law principles). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. Any action to enforce an arbitrator's award will be brought in a federal or state court located in Pima County, Arizona. Each party hereby irrevocably submits to the personal jurisdiction of the Federal and Arizona state courts in Pima County. Notwithstanding anything to the contrary in this Section 13.e, ESA may seek equitable relief, including, without limitation, injunctive relief and specific performance, without the requirement of posting a bond or other security or proving money damages are insufficient, from a court of competent jurisdiction.
- g. Waiver. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

14. Privacy Policy

ESA cares deeply about data privacy and security. ESA has developed as Privacy Policy in order to inform you of its practices with respect to the collection, use, disclosure and protection of your information. Please review our Privacy Policy on our Website's home page. By using the Website, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised that the Website is hosted in the United States.

If you access the Website from the European Union, Asia, or any other region in the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Website, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. Please review our Privacy Policy (GDPR) as to data collection and processing for all users, including those outside the United States on our Website.

Further, ESA does not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if ESA receives actual knowledge that anyone under the age of 13 has provided personal information to ESA without the requisite and verifiable parental consent, ESA will delete that information from the Website as quickly as is reasonably practical.

15. Digital Millennium Copyright Act (DMCA) Notice and Policy.

- a. Notifications. ESA respects the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent at copyright@emsafetyalliance.org (a "Notification").

A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by the Notification, a representative list of such works on the Website;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ESA to locate the material;
- iv. Information reasonably sufficient to permit ESA to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
- v. A statement that the complaining party has 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;
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

b. Counter Notification. If you believe your own copyrighted material has been removed from the Website as a result of a mistake or misidentification, you may submit a written counter notification to us using the contact information provided below (a "Counter Notification"). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

- i. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- ii. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial in which EMSA is located;
- iii. A statement that you will accept the service of process from the party that filed the Notification or the party's agent;
- iv. Your name, address, and telephone number;
- v. A statement under penalty or perjury that you have a good faith belief that the material in question was removed or

- disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- vi. Your physical or electronic signature.

If you send ESA a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless ESA first receive notice from the party filing the Notification information us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Attn. Ellis Carter
Caritas Law Group, P.C.
2307 S. Rural Road
Tempe, Arizona 85282
USA
<https://caritaslawgroup.com/>

- 16. Copyright Infringements.** ESA respects the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify ESA using the contact information provided in Section 15 for submitting a DMCA request. A copy of your copyright notification will be sent to the person who posted or stored the material addressed in your notification.

Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a copyright removal notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

- 17. California Users and Residents.** If any complaint with ESA is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

Contact Us. In order to resolve a complaint regarding the Website or to receive further information regarding use of the Website, please contact us

at:

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