

Terms of Use

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The terms "you", "your", "user", or "users" for purposes of these Terms, means anyone accessing the Site and/or Services for any reason, including you in your individual capacity, and the company or other business entity whom you represent and on whose behalf you use the Site and/or Services under actual or apparent authority. By agreeing to these terms and/or using the site, you represent and warrant that you have the authority to represent and legally bind the company or other business entity for whom you are acting. If you do not have such authority, you are solely responsible for all acts and omissions relating to your use of the site. You agree to comply with all applicable laws, rules and regulations when using the Site and/or the Services. PREPARIS may make changes to the Site, content and/or Services offered online at any time with or without notice.

PREPARIS reserves the right to change these Terms at any time. If changes are made, PREPARIS will post notice of the changes and the updated Terms on this webpage, available at <http://www.Prepara.com/terms-of-use/>. Your continued use of the Site and/or Services after such changes have been posted means that you agree to the new Terms, even if you have not reviewed the changes.

No Personal Advice

Our Site and Services and the materials, information and content contained on this Site and provided through the Services are available only for the purpose of providing general information on workplace disaster preparedness response protocols, techniques and training and other 21st Century-threat related issues. You should not rely on this Site and the information and resources contained on this Site or through our Services as a replacement or substitute for any professional, financial, legal or other advice or counsel. PREPARIS makes no representations and warranties, and expressly disclaims any and all liability, concerning actions taken by a user following the information or using the resources offered or provided on this Site or through the Services. In no way will PREPARIS be responsible for any actions taken or not taken based on the information or resources provided on this Site or through the Services.

Password/Username Protection and Use

You need a password and user name to log-in to this Site and to use the Services. You are responsible for maintaining the confidentiality of your password and username. You agree to (a) immediately notify PREPARIS of any unauthorized use of your password or your user name or any other breach of security and (b) exit from your account at the end of each session.

You are solely responsible for all actions taken using your password. You agree not to share your password, let anyone else access your password or do anything else that might jeopardize the security of your password. You agree to notify PREPARIS if your password is lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of your password or if you know of any other breach of security in relation to the Services. PREPARIS will not be liable for any loss or damage arising from your failure to comply with this section. If you have registered for an account to use the Services, you hereby warrant that the information provided by you for the

purposes of such registration is complete and accurate. You shall ensure that such information is kept up to date.

Legal Status

You hereby warrant that if you are a corporation or other legal entity, you are validly formed and existing under the laws of your jurisdiction and have duly authorized your agent or agents to enter into this Agreement and, if an individual, you are of the age of majority in your place of residence.

Subscriptions and Payment

The Terms apply to your purchase of a paid subscription to the Services provided by PREPARIS on and through the Site (a "Subscription").

Subscription Fees. If you purchase a Subscription, you shall pay all fees, including any fees for additional services purchased by you or usage that exceeds the thresholds at the rates posted, as well as any applicable taxes, applicable to such Subscription from time to time within 30 (thirty) days from the date of invoice. Accounts not paid when due are subject to an interest charge calculated at 1.5 percent per month (18% APR). PREPARIS may change such fees at any time and in its sole discretion by posting notice of the changes and the updated Terms on this webpage or otherwise notifying you of such changes. You will be responsible for the payment of any fees, taxes or other charges to your account and shall pay such fees, taxes and other charges in accordance with PREPARIS' billing terms then in effect as set forth on the pricing page on the Site. You are expressly agreeing that PREPARIS is permitted to bill you for the applicable fees, any applicable taxes and any other charges that you may incur in connection with your use of this Site.

Continuous Service Subscription. Subscription to the Services is on a continuous service basis. This means that once you have purchased a Subscription, the Subscription will be automatically renewed at the end of its term for a like term unless you notify Preparis with written notice no later than 30 days before renewal date of contract. You will be charged based upon the Subscription program (annual, quarterly, monthly, etc.) that you have chosen and will be responsible for fees.

Subscription Cancellation Upon written notice, Client has the right to immediately terminate this Agreement, with no further financial obligations, if Preparis: (a) fails to cure a breach of any material term or condition of this Agreement within thirty (30) days after receiving written notice specifying such breach; or (b) becomes insolvent, ceases doing business, or files a Petition for Bankruptcy. Any fees you have paid prior to the date of termination will not be refunded. You agree to pay all taxes, fees and other charges incurred in connection with your purchases of a Subscription ("Taxes"). PREPARIS may bill you for these taxes. You must notify us in writing within seven (7) days after receiving your credit card statement if you dispute any of our charges on that statement, or such dispute will be deemed waived. Notice of billing disputes should be sent to the following address: info@Preparis.com. If PREPARIS does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by PREPARIS or its agents.

Copyright and Proprietary Rights

On the condition that you continue to comply with all your obligations under these Terms, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicenseable right to access, through a generally available web browser (but not any scraping, spidering, crawling or other technology or specialist software used to harvest data) to view information that we provide or that is provided through the Services, only as we intend such information to be used, and only in accordance with these Terms, and any additional specific terms of use or disclaimers that are posted through the Services or are otherwise made available to you.

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Except for the rights expressly granted herein, you have no right, title, or interest in or to the Site, the Services, or any materials, information and/or content provided on or through the Site and/or Services by PREPARIS or its licensors, including without limitation, documentation, stories, articles, text, images, and other multimedia data, and all right, title, and interest in and to the foregoing shall remain exclusively with PREPARIS and its licensors, as applicable. We grant you no other rights, implied or otherwise, and reserve all rights not expressly granted under these Terms.

Connection Requirements

You are responsible for providing and maintaining, at your own option and expense, all hardware, software and communication lines required to access and use this Site and the Services. PREPARIS reserves the right to change the configuration at any time.

User Conduct

You acknowledge that you are responsible for the information and material that you submit through posting areas, the document library or other services available in connection with this Site and/or Services (each, a "Submission"), and that you, and not PREPARIS, will have full responsibility for each such Submission, including its legality, reliability, appropriateness, originality and copyright. Unless otherwise explicitly stated herein or in the PREPARIS Privacy Policy, you agree that any Submission provided by you in connection with this Site and/or the Services in public posting areas is provided on a non-proprietary and non-confidential basis. You agree that PREPARIS shall be free to use or disseminate a Submission which is posted in public posting areas on an unrestricted basis for any purpose. If you submit information to the Site or during the course of your use of our Services, you grant PREPARIS a nonexclusive, worldwide, royalty-free license to (in any media now known or not currently known or invented) link to, utilize, use, copy, exploit, and prepare derivative works of the Submission. No information you submit shall be deemed confidential. However,

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PREPARIS shall not be responsible for any unauthorized access to, or alteration of, your Submissions, for any material, information or data sent or received by you (regardless of whether the data is actually received by PREPARIS), for any transactions entered into through this Site, or for any failure by you to abide by these Terms.

Unauthorized Activities

You shall indemnify and hold PREPARIS and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) PREPARIS or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site and/or Services or the use of the Site and/or Services by any person using your username and/or password (including without limitation your participation in the posting areas or your Submissions) violates any applicable law or regulation, or the rights of any third party.

User Obligations

You agree to provide PREPARIS with accurate and truthful personal information about you, including but not limited to name, address, company name and e-mail address, sufficient for us to send you correspondence and to bill you for Services. Your personal information shall not be false, misleading, or fraudulent.

You agree not to do any of the following while using this Site:

- Intentionally or unintentionally violate any applicable law or regulation.
- Impersonate, falsely state, or otherwise misrepresent your affiliation with a person or entity; or harass, defame, abuse, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others, or interfere with another user's use and enjoyment of the Site and/or Services.
- Access, tamper with, or use non-public areas of this Site, Services, or PREPARIS' computer systems, or interfere with or disrupt servers or networks connected to the Services or violate the regulations, policies or procedures of such networks. Unauthorized individuals attempting to access or tamper with these areas may be subject to prosecution and their rights to use this Site and Services will be terminated immediately without notice.

- Knowingly or intentionally transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs or cancelbots.
- Attempt to gain unauthorized access to the Site or Services, other passwords, accounts, computer systems or networks connected to the Services, through password mining or any other means.
- Resell any content accessed through the Site and/or Services or any aspect of this Site without PREPARIS' prior written consent.
- Create Internet "links" to this Site or our Services or "frame" or "mirror" any material, content or information contained on, or accessible from or on any other server or Internet-based device connected to, this Site and/or the Services.

This list of prohibitions provides examples and is not complete or exclusive. PREPARIS reserves the right to (a) terminate your access to the Site and/or Services and/or your ability to post to the Site or the Services and (b) refuse, delete, remove or move any submissions, in whole or in part; with or without cause and with or without notice, for any reason or no reason, or for any action that PREPARIS determines is inappropriate or disruptive to the Site, Services or to any other user of the Site and/or Services. PREPARIS may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at PREPARIS' discretion, PREPARIS will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Internet.

PREPARIS does not and cannot review all content that is submitted or posted to the Site and/or through the Services. These prohibitions do not require PREPARIS to monitor, police or remove any content or other information submitted by you or any other user.

Links to Third Party Web Sites

This Site or our Services may contain links to other websites that are not owned or operated by PREPARIS ("Third Party Websites") and some of our Services or certain areas of the Site may allow you to conduct transactions or purchase goods or services from or through such Third Party Web Sites. PREPARIS is providing these links to you as a convenience, and PREPARIS does not verify, make any representations or take any responsibility for such linked to Third Party Web Sites, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, links displayed or activities conducted on such Third Party Web Sites. The Third Party Web Sites may have different privacy policies and terms and conditions and business practices than PREPARIS.

Your dealings and communications through the Site with any party other than PREPARIS are solely between you and such third party. Any complaints, concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party.

You agree that Preparis will not, under any circumstances, be responsible or liable, directly or indirectly, for any goods, services, resources or content available through any third party websites and/or third party dealings or communications, or for any harm related thereto, or for any damages or loss caused or alleged to be caused by or in connection with your use or reliance on the content, advertising or business practices or any third party. Any reference to any product, process, publication or service of any third party, by trade name, domain name, trademark, trade identity, service mark, logo, manufacturer or otherwise available on the PREPARIS Site or through the Services does not constitute or imply PREPARIS' endorsement or recommendation.

Disclaimer of Warranties

While PREPARIS uses reasonable efforts to provide accurate and up-to-date information on our Site and through use of our Services, PREPARIS makes no warranties or representations as to its accuracy and the information on the Site or through use of our Services, including, without limitation, submissions which have not been verified or authenticated in whole or in part by PREPARIS.

PREPARIS assumes no liability or responsibility for any errors or representations in of any content appearing on our Site or available through use of our Services, whether provided by PREPARIS, our licensors or the users of the Site and/or Services. PREPARIS does not warrant the accuracy, timeliness, availability or adequacy of any information, facts, views, opinions, statements or recommendations contained on the Site or in the content and information provided on the Site or through use of the Services.

To the maximum extent permitted by applicable law, this site, the services, materials, third party content, and any information or material contained or presented on this site, including, without limitation, submissions, are provided on an "as is," "as available" and "where is" basis without warranties of any kind, whether express, implied, statutory or otherwise. To the fullest extent possible pursuant to the applicable law, Preparis, for itself and its licensors, disclaims all warranties, expressed, implied, statutory or otherwise, including, but not limited to, implied warranties of merchantability, fitness, for a particular purpose and non-infringement of third party rights. Preparis does not provide any warranties against viruses, spyware or malware that may be installed on your computer. Preparis, for itself and its licensors, does not make any guarantees in connection with this site, the services, any materials, third party content, and any information or material contained or presented on this site, including, without limitation, submissions, relating to the quality, suitability, truth, accuracy or completeness of any information or material contained or presented on this site.

While PREPARIS uses reasonable efforts to deliver all alerts, alerts sent via SMS may not be delivered to you if your phone is not in range of a transmission site, or if sufficient network capability is not available at a particular time. Even without a coverage area, factors beyond the control of your wireless carrier may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. You acknowledge that urgent alerts may not be timely received and that your wireless carrier does not guarantee that alerts will be delivered.

Waiver of Consequential Damages

Under no circumstances shall Preparis be liable for any indirect, extraordinary, exemplary, punitive, special, incidental, or consequential damages, including, but not limited to, loss of data, profits, revenue, use or other economic advantage, arising out of the use, or the inability to use, the site, services, materials or any information contained or presented on this site, including, without limitation, submissions, whether under a theory of contract, tort (including negligence), product liability or otherwise, even if Preparis or a Preparis authorized representative has been advised of the possibility of such damages. Some states and jurisdictions do not allow the exclusion or limitation of liability, so the above limitations may not apply to you.

Governing Law and Binding Arbitration

These Terms will be governed by and construed in accordance with the laws of the State of Georgia, without regard to the choice or conflicts of law provisions of any jurisdiction.

All disputes relating in any way, directly or indirectly, to PREPARIS for breach of contract, breach of fiduciary duty, negligence, personal injury, intentional torts or other tort will be arbitrated according to the rules of the American Arbitration Association (AAA) in Atlanta, Georgia, including any dispute about the scope of this arbitration agreement, and including all questions about the types of disputes that are subject to this arbitration agreement, all of which you agree will be decided by the arbitrators, whose decision will be final and binding on you. Any issue concerning the extent to which a dispute is subject to arbitration, or concerning the applicability, interpretation or enforceability of this agreement, including any contention that all or part of this agreement is invalid or unenforceable, shall be governed by the Federal Arbitration Act and resolved by the arbitrators. You acknowledge and agree that, in any arbitration proceeding, no depositions will be taken, and all other forms of discovery of facts will be limited to those things that the arbitrators determine, in their sole discretion,

to be necessary. Further, in any arbitration proceeding, (i) there shall be no award of punitive, exemplary, incidental or consequential or other special damages and (iii) the parties will conduct the arbitration confidentially and expeditiously and will pay their own costs and expenses of arbitration, including their own attorneys' fees. If you are unable to afford the AAA fee, you agree to notify all persons against whom you have an arbitrable claim and give such persons the opportunity individually and as a group to pay such fee. The proceeding and the decision shall be kept confidential by the parties. Notwithstanding the foregoing, the parties agree that PREPARIS shall have the right to seek a temporary or permanent injunction (or other equitable relief), and file the necessary underlying lawsuit, in any court having jurisdiction over the parties as necessary to protect PREPARIS' intellectual property rights or confidential information.

Local Laws; Export Control

PREPARIS controls and operates this Site from its headquarters in the United States of America and the materials and content provided on the Site or through the Services may not be appropriate or available for use in other locations. If you use this Site outside the United States of America, you are responsible for following applicable local laws.

General

If you violate these Terms, PREPARIS may terminate and/or suspend your access to this Site without notice. PREPARIS prefers to advise you of your inappropriate behavior and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by PREPARIS, may result in immediate termination of your access to this Site. These Terms shall survive any termination. These Terms set forth the entire agreement between you and PREPARIS about this Site and supersedes all previous or contemporaneous agreements, representations, understandings, or terms, written or oral. No joint venture, partnership, employment, or agency relationship exists between you and PREPARIS as a result of these Terms or use of the Services. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, all remaining provisions shall continue in full force and effect, and such provision shall be construed, as nearly as possible, to reflect the intentions of the parties. The failure of PREPARIS to enforce any right or provision herein or to act with respect to a breach by you does not constitute a waiver of such right or provision or our right to act with respect to subsequent or similar breaches. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.