



# Terms & Conditions

## **PLEASE READ THIS AGREEMENT CAREFULLY**

Thank you for joining Community Response Systems, LLC. ("CRS"). This agreement governs your use of CRS Notify ("Notify"). If you are not satisfied with the terms contained herein ("Agreement"), you may simply refrain from using Notify or cancel your account according to Term section of the End-User Agreement.

## **COMMUNITY RESPONSE SYSTEMS, LLC TERMS AND CONDITIONS**

The following terminology applies to these Terms and Conditions: "We", "us" and "our" refer to CRS. "User," "you" and "your" refers to you, the client and member. "Terms" refers to these Terms and Conditions. "Content" refers to the text, abstracts, metadata, software, scripts, graphics, logos, files, images, photos, sounds, music, videos, interactive features, information, documents and the like.

By using Notify, you are deemed to have read and accepted the following Terms and agree to comply with and be bound by all applicable laws and regulations, including United States export and re-export control laws and regulations.

It is your responsibility to review these Terms periodically. If at any time you find these Terms unacceptable or if you do not agree to these Terms, please do not use Notify and take the necessary steps to cancel your account. We may revise these Terms at any time without notice to you. If you have any questions about these Terms, please contact us immediately.

**YOU AGREE THAT BY USING NOTIFY AND REGISTERING FOR AN ACCOUNT YOU ARE AT LEAST 18 YEARS OF AGE, OR USING NOTIFY UNDER THE SUPERVISION OF A PARENT OR GUARDIAN, AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.**

## **USE OF NOTIFY**

Subject to the Terms, CRS hereby grants you a limited, nonexclusive, revocable, non-transferable and non-sub licensable right to access, display, and view Notify and the Content for emergency or practice emergency response use. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

User shall abide by to the Terms of the CRS Recommendation's Guide located in your CRS Notify Management Portal located at [www.crsalert.com](http://www.crsalert.com).

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit Notify or any portion of its Content unless expressly permitted by CRS in writing. You may not make any commercial use of any of the information provided CRS or make any use of Notify for the benefit of another business unless explicitly permitted by CRS in advance and in writing. CRS reserves the right to refuse service, terminate accounts, and/or cancel orders at its discretion, including, without limitation, if CRS believes that client conduct violates applicable law or is harmful to CRS's interests.

CRS may assign you a password and account identification to enable you to access and use certain portions of Notify and applicable material. Each time you use a password or identification, you will be deemed to be authorized to access and use of Notify in a manner consistent with the Terms, and CRS has no obligation to investigate the authorization or source of any such access or use of Notify.

**YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF NOTIFY BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF NOTIFY IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS (INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS) INCURRED THROUGH SUCH ACCESS OR USE.**

You are solely responsible for protecting the security and confidentiality of the password and identification



assigned to you. You shall immediately notify CRS of any unauthorized use of your password or identification or any other breach or threatened breach of Notify's security.

#### **USER SUBMISSIONS**

Notify may permit the upload, submission, and distribution of texts, images, material, information, and communications by you and other users ("User Submissions"). You understand that whether or not such User Submissions are published, CRS does not guarantee any confidentiality with respect to any such submissions. By submitting the User Submission(s) to Notify, or displaying, publishing, or otherwise posting any content on or through Notify, you hereby grant CRS a worldwide, non-exclusive, royalty-free, fully paid, sub licensable and transferable license to use, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submission(s) in connection with Notify and CRS's (and its successors and assigns) business, including without limitation for promoting and redistributing part or all of Notify (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of Notify a non-exclusive license to access the User Submission(s) through Notify, and to use, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of Notify. For clarity, the foregoing license grant to CRS does not affect your other ownership or license rights in your User Submission(s).

You shall not upload, submit, distribute, or otherwise publish through Notify any texts, images, communications, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

You shall not submit any "deep-link," "page-scrape," "robot," "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process to access, acquire, copy, or monitor Notify or any portion of the Content.

Content provided on Notify is solely for informational purposes. User Submissions or opinions expressed on Notify are that of the individual expressing such User Submission or opinion and may not reflect the opinions of CRS.

You shall be responsible for your User Submissions and the consequences on the use of Notify. You agree that CRS has no liability with respect to any User Submissions, including, without limitation, your own User Submissions.

You hereby release CRS and its officers, directors, employees, agents, representatives and affiliates, from any and all liability arising out of or relating to User Submissions or any part thereof.

CRS reserves the right to decide whether a User Submission is inappropriate or violates this Agreement, including but not limited to copyright infringement, violations of intellectual property law, pornography, obscene or defamatory material, or excessive length. CRS also reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages and User Submissions) by you, or to restrict, suspend or terminate your access to all or any part of Notify at any time, for any or no reason, with or without prior notice.

Notwithstanding the foregoing, CRS assumes no responsibility for monitoring Notify for inappropriate content, or modifying or removing such content from the Notify.

#### **OWNERSHIP**

Notify is owned and operated by CRS. All right, title and interest in and to the Content provided on Notify are owned exclusively by CRS. Except as otherwise expressly provided by CRS, none of the Content may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and without the written consent from a CRS representative. You must contact CRS if you have any questions about obtaining such licenses.

#### **REGISTRATION**

In order to enjoy all the benefits of Notify, you must register for an account. Registration is easy, and cost could be associated with the particular package purchased. All information that you provide to register with CRS is subject to our Privacy Policy.



## **BILLING AND PAYMENTS**

### *Paying By Credit Card*

For your convenience, CRS will email you an invoice on a monthly, annual, or tri-annual basis. We accept the following credit cards at this time: American Express, VISA, MasterCard and Discover Card. You will be emailed your invoice unless you request a mailed hardcopy invoice be delivered via U.S. Postal Service. We bill and operate on a net 15 basis. We will accept up to net 30 payments on a case-by-case basis.

### *Paying By Check or Purchase Order*

For your convenience, we do accept checks and purchase orders. CRS will accept the clients offer to pay in advance for the use of Notify. Services will commence once the funds have successfully cleared the bank and the money has been transferred to CRS. We bill and operate on a net 15 basis. We will accept up to net 30 payments on a case-by-case basis.

### *Late Fee Penalty*

CRS operates on a net 15 basis as a standard practice. Client can arrange for net 30 if approved by CRS management in writing. An email from management would suffice. Monthly, annual, and tri-annual invoices are emailed to client. Client may request a hard copy be mailed via USPS by contacting CRS at 800.533.7201. A CRS rep may contact client if their account is delinquent by 15 (fifteen) calendar days. The client may request an invoice be resent via email so they can pay with credit card to avoid late penalties. Clients who have failed to satisfy the outstanding balance and respective invoice after 15 (fifteen) calendar days will incur a late fee charge of \$25 USD that will be added to their outstanding balance. If the client has failed to satisfy the balance and late fee after 30 calendar days their CRS Notify account will be temporarily deactivated until the balance and respective late fees are paid in full. The client will have to pay a one-time reactivation fee of \$50 USD to get their CRS Notify account reactivated.

### *Licensing Overages*

To give flexibility and scalability of CRS Notify, CRS management allows you to have unlimited access to installers of the CRS Notify program and the ability to add/edit/delete any computer users in your CRS Notify management portal. The client agrees to ensure they keep the number of computer users in their system to be within their allotted number of their particular package. CRS will randomly audit the amount of computer users to the purchased amount. Any overages of computer users will result in a written warning to the account holder. The account holder will have fifteen (15) calendar days to either upgrade their package to the new amount or remove users to meet the current package. Failure to act after fifteen (15) days will result in a penalty fee of \$2.25 USD per-user that is over the usage amount, per-month until the client corrects the overage usage.

## **PROMOTIONS AND PRICING**

CRS promotions can be redeemed on all purchases of CRS Notify, and can be applied to monthly service fees. Redemption may not be applied towards any hardware purchases. Unused credit may be forfeited if you choose to cancel CRS account. CRS reserves the right to change these terms and conditions at our discretion. CRS may change or modify their services packages available to their clients. The client may choose to stay grandfathered into the current pricing plan or change to any new one offered. Any promotions, including the CRS step-up program will remain active until the client ends services or changes to another pricing plan. Client will be available to any new promotions offered under the new pricing package and structure.

## **RETURNS AND EXCHANGES**

CRS wants you to be satisfied with their services and software products. The agreement of software services will automatically renew every month/year/three year from the Execution Date unless CRS is notified in writing ten (10) days prior to termination of Client's intent to terminate the agreement upon renewal. Clients account will be pro-rated for the respective billing cycle. Funds will be satisfied in full whether the pro-rated amount is owed by CRS or client. Upon termination of the agreement by either party, Client will allow CRS to obtain any equipment and/or product from Client's locations and computers specified in paragraph 3 of the End-User Agreement, and any other CRS property that is in Client's possession. If the Client terminates services, the services and payments will cease on the last day of the termination month billing cycle.



CRS doesn't do exchanges for software.

Hardware purchased to operate with CRS Notify can be returned to CRS within 30 calendar days after successful delivery to client. CRS IT department will ensure the hardware is in proper working order and free of any visual defects prior to shipping to client. CRS will assume the successful delivery date that is estimated from the shipping provider unless otherwise clarified by client. CRS will purchase hardware back from client within the 30 calendar days of client receiving the item(s) under the following circumstances:

1. The client agrees to pay for shipping back to CRS, and
2. The client notifies in writing (email would suffice) their intent to return the hardware within the 30 day window, and
3. The hardware is successfully returned to CRS IT department and is working order and has no visual defects from any mishandling by client or return shipping provider

If all above requirements are satisfied, CRS will refund the client for each unit of hardware purchased from CRS, less a \$35 dollar re-stocking fee per unit of hardware. CRS will refund the final amount of the transaction within 30 days of meeting all the above satisfied requirements.

E911 add-on services must be approved and set up by a CRS agent. By signing up for the e911 service, the client will agree on their dashboard that the local 911 organization has received the correct information as provided in the e911 section of the Terms and Conditions. E911 add-on must be purchased annually and there are no refunds offered for this service. Client may contact CRS management who may, or may not, waive the no-refund policy under unforeseen circumstances.

#### **HARDWARE WARRANTY**

CRS will warranty the operation of hardware purchased by client from CRS. The warranty will be valid to the client that purchased the hardware and is not transferable unless approved by CRS. The warranty will be valid and honored by CRS if the client is an existing client and account status is in good standing. CRS will warranty the functionality of the hardware to ensure it is operational with CRS Notify. CRS will not warranty normal wear and tear, mishandling by client to include: dropping, kicking, stomping, or any manmade disaster, or any natural disaster. CRS will repair or replace any piece of hardware purchased through CRS that is not successfully operational with CRS Notify. Client will assume shipping charges to CRS and CRS will assume shipping of any repaired or replaced hardware back to client. CRS reserves the right to decide if a repair or a replacement would be in the best interest of CRS and/or client.

#### **E911 SERVICE**

Clients have to option to add E911 services onto their CRS Notify system. Clients must agree to CRS Terms and Conditions and Usage Recommendations regarding E911 prior to CRS activating their E911 account. Client is solely responsible for ensuring their local 911 center accepts one-way (alert specific details) automated calls. The location name and associated address will appear in their system and the alerts/calls must be prompted by an actual person and not machine. CRS agents will create an E911 using Telnyx E911 services. Services for E911 will not be activated, or made available to client until the set-up payment of \$19.99 has been received by CRS. Clients will be invoiced on an annual basis at a rate of \$6.99 a month (\$83.88 annual). Clients adding this service can be pro-rated by month to ensure annual billing of E911 operates on the same billing cycle of their CRS Notify system. CRS will only create one E911 service per physical address. CRS management may create more than one E911 account per physical address in a situation where several businesses share one office space using one physical address. Cost and services may change upon applicable promotions or discounts. Client agrees to ensure funds for the E911 service stay in good standing. CRS agrees to ensure E911 services are active and in good standing with Telnyx when the client is in good standing with CRS. Client agrees that E911 services can be deactivated when



their account past-due and has exceeded the net 15 payment acceptance. Client agrees to test and document their E911 system on a monthly basis and report any malfunctions to CRS immediately. Failure to comply releases CRS Terms and Conditions and Usage Recommendations releases CRS and all of their agents from organizational or personal liability.

1. 911 calls go out on high alerts only.
2. Hardware buttons raise new alerts – Each press of a hardware button configured to send high alerts WILL send a new phone call to the 911 call center. Please take steps to ensure that your hardware button is mounted in a location where it is not susceptible to accidental activation.
3. Please contact your local 911 call center to ensure they can accept and process automated calls. After purchasing the e911 option, please conduct tests with your local e911 center by informing them of the test ahead of time, then follow up with them to verify that the test was successful. Please let your local 911 center know the following:
  - a. The call will show the business name and physical address through e911
  - b. The call back number will forward to the initiating locations phone
  - c. The automated call will provide location name, address, city, and any applicable alert description
  - d. The automated call information will be provided twice before hanging up
  - e. The alert/e911 call can only be activated by a human
4. Client accepts responsibility for any additional charges associated with the e911 service. To reduce the likelihood of these charges, please verify that you have entered the correct physical address for the CRS Notify system in your CRS Dashboard.

#### **LOCAL TAXES**

You may be charged local sales tax, if applicable.

#### **INTERNATIONAL ACCESS**

Notify may be accessed from countries other than the United States. Notify may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use of Notify outside the United States you are responsible for complying with your local laws and regulations.

#### **ACCOUNT CANCELLATIONS**

We will do everything to make your experience as satisfying as possible; however, you are free to cancel your account any time by contacting us at 205.216.3226 Monday-Friday, 8am-5pm and speaking with a representative. If you stay, you will be eligible to enjoy long-term rewards, such as private sales and special offers for preferred clients. Please note: If you have promotional credit at the time of cancellation, refunds are at the sole discretion of CRS.

We may terminate your account, without notice, for conduct that we believe violates this Agreement or our policies, is harmful to other clients or our business interests, or for a delinquent account status.

#### **DEMAND FOR ARBITRATION**

Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. CRS is committed to resolving all disputes in a fair, effective, and cost-efficient manner. Accordingly, our Terms and Conditions (the "Terms") provide that disputes will be resolved in binding arbitration or small claims court. CRS's arbitration provision, which is set forth below, has been designed to make arbitration as convenient and for clients as possible. Among other things, it specifies that client will bear all costs of arbitration and the client will assume the cost of their attorney fees. As part of CRS's commitment to a fair, effective, and cost-efficient resolution of all disputes, CRS has made its current arbitration provision available to all current and former clients. CRS will abide by the terms of its current arbitration provision in all instances. Clients whose Terms include



arbitration provisions that differ from the current arbitration provision may arbitrate pursuant to the terms of either arbitration provision at their discretion. Similarly, former clients whose Terms did not include an arbitration provision may arbitrate their disputes under the current arbitration provision.

#### **DISPUTE RESOLUTION**

This section applies to any controversy or claim arising out of or relating to the services covered by this Agreement or any document hereafter provided by CRS to Client (including any such matter involving parent, subsidiary, affiliate, successor in interest, or agent of Client, or involving any person or entity for whose benefit of the services in question are or were provided).

In the event that CRS and Client have a dispute arising out of relating in any way to this Agreement, the parties agree to that the dispute will be governed by the laws of Alabama and submitted in the Circuit Court of Shelby County, Alabama.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

In order for Client to obtain the benefit of CRS' software and services, Client agrees to limit CRS' liability for any damages to the total amount paid under this agreement. CRS' software and services seek to reduce response time to dangerous and potentially life-threatening situations. However, CRS and its products or services cannot, and do not, guarantee that significant injury, financial loss, or loss of life may occur in such situations. Client agrees to hold CRS' harmless for any such losses and to indemnify CRS for any damages and attorney fees claimed by third parties for any incident occurring on Client's property.

#### **TYPOGRAPHICAL ERRORS**

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, CRS shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. CRS shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, CRS shall immediately issue a credit to your credit card account in the amount of the charge.

#### **COPYRIGHT COMPLAINTS**

All Site design, text, graphics, the selection and arrangement thereof, property of CRS. ALL RIGHTS RESERVED. CRS respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact CRS.

#### **TRADEMARKS**

CRS logo, all images and text, and all page headers, custom graphics and button icons are service marks, trademarks, and/or trade dress of CRS. All other trademarks, product names and company names or logos cited herein are the property of their respective owners.

#### **REMEDIES**

You agree that CRS's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that CRS shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that CRS may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees.

No right or remedy of CRS shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.

No instance of waiver by CRS of its rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future or other waiver.

#### **ADDITIONAL TERMS**

By continuing your account, you accept and agree to the terms of this Agreement and End-User Agreement and



any changes made by us to it. If you do not wish to be bound by this Agreement, please contact us on how to cancel your account. Your edits or changes to either the online or offline versions of this Agreement or an account offer will not be effective, regardless of form.

You must provide and keep us up to date with accurate account information, including your name, address, credit card number and expiration dates. You agree that we may update your information with information your bank or credit card issuer may supply, or other information available to us. All such personal information is subject to the CRS Privacy Policy, incorporated into this Agreement. We are not responsible for any fees or charges that your bank or credit card issuer may apply. If your credit card issuer reverses a charge to your credit card, we may bill your account directly and seek payment by another method including a mailed statement.

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