

## **WWW.CPRTIMER.COM TERMS OF USE**

**Effective Date:** These Terms of Use are effective as of October 15, 2010.

### **I. GENERAL**

These Terms of Use and Privacy Policy, as each is amended from time to time, as well as all any other rules and restrictions set forth on this web site, apply to you when you view, access or otherwise use the web site located at [www.CPRTimer.com](http://www.CPRTimer.com) (the "Site"). The Site is owned by Rapid Response Solutions, LLC ("RRS"), and for the purposes of these Terms of Use, the terms "we," "us," "our," and "RRS," refer to Rapid Response Solutions, LLC. "You" refers to you, as a user of this Site. By accessing or using the Site, you are acknowledging that you have read, understand, and agree without limitation or qualification to be bound by these Terms of Use and Privacy Policy. If you do not agree with these Terms of Use and Privacy Policy, you do not have the right to access or otherwise use the Site and, accordingly, you should not do so.

We reserve the right to change these Terms of Use and Privacy Policy at any time, and you agree that each visit to the Site shall be subject to the current Terms of Use and Privacy Policy. Accordingly, you should check these Terms of Use and Privacy Policy periodically for changes prior to using the Site. In the event we decide to make material changes to our Privacy Policy, we will attempt to notify you and other users of this site by sending a notice to the primary email address provided to us and/or by placing a notice on our Site. You should periodically check the Site for such notices.

### **II. PRIVACY POLICY**

Your privacy on the Internet is of utmost importance to us. Please be assured that we do not sell, rent or disclose any of your Personal Information (as defined below) to third parties for their marketing purposes without your prior consent. This privacy statement discloses our privacy policy, including what information we collect, how we use it, and how you can correct or make changes to that information.

#### **(a) Collection and Use of Personal Information**

We do not collect identifying information about you, such as your name, mailing address, e-mail address, telephone number, and financial information ("Personal Information"), unless you voluntarily submit that information to us through the Site or other means. If you opt not to provide us with certain Personal Information, you may be unable to receive certain information available directly or indirectly through the Site or receive a response to your inquiry.

We may collect Personal Information from visitors to the Site who contact us directly via email or the submission of an on-line inquiry, registration, newsletter, or order form. You may be asked to provide Personal Information so that we can respond to your request or fulfill your order, such as the following:

- Contact information (first and last name, e-mail address, telephone number)
- Billing and/or shipping address
- Financial information (account number, credit/debit card number, tax ID, etc.)

#### **(b) Sharing of Personal Information with Third Parties**

We will not share your Personal Information with third parties other than as provided in this Privacy Policy. We will not sell your Personal Information to third parties. We may share your Personal Information with third parties in any one or more of the following ways:

##### **1. Third Party Service Providers**

We may contract with third party companies to perform services on our behalf. These services may include marketing assistance, postal/shipping and e-mail delivery, customer service, eCommerce, and data analysis. The third parties we contract with for the provision of these services will be permitted to obtain only such Personal Information as they require to deliver the services. Further, such third parties are required to maintain the confidentiality of the information

disclosed to them and otherwise to comply with the terms of this Privacy Policy, and are prohibited from using Personal Information disclosed for any purpose other than as required for their provision of the applicable services to us.

## **2. Safety, Security and Compliance with Law**

We may disclose any information, including Personal Information, we deem necessary, in our sole discretion, to comply with any applicable law, regulation, legal process or governmental request, to enforce our rights or to protect the safety and security of our Site or other users. We may also exchange information, including Personal Information, with other companies and organizations for credit fraud protection and risk reduction.

## **3. Change of Control**

We may also transfer your Personal Information if [www.CPRtimer.com](http://www.CPRtimer.com) is acquired by another organization or person. In such event, we will attempt to notify you via email or a posting on this Site before Personal Information about you is transferred to a successor entity.

### **(c) Collection of Non-Personal Information**

We may collect aggregate, non-personally identifiable information about you that is transferred to us by your browser through the use of "cookies" when you access our Site, and you may also be asked to provide non-personally identifiable information while using certain features or functionality available on the Site (collectively, "Non-Personal Information"). Most browsers allow you to adjust their settings to reject cookies, and provide instructions on how to do so in their "Help" menus. Choosing to accept our cookies is not required; however it may impact your ability to perform certain actions on the Site. We may use your Internet Protocol ("IP") address to help diagnose problems with our servers, administer our sites, and gather broad demographic information to measure general interest in our products and to share with our advertisers on a summary, not individual, basis. We may also record your IP address and the Uniform Resource Locator ("URL") that you came from when you choose to place an order on the Site. Non-Personal Information collected from you is used for purposes such as to analyze trends and administer the Site, and may be maintained indefinitely. We do not distribute, share or sell Non-Personal Information with any third parties.

### **(d) Children**

This site is not intended for children under the age of 13 and we do not knowingly collect any Personal Information from such children. Children under the age of 13 should not use our Site at any time, except in the presence of, and with the express consent of, his or her parents or legal guardian. In the event that we learn that we have inadvertently gathered Personal Information from children under the age of 13, we will use reasonable efforts to erase such information from our records. To purchase any merchandise from the Site you must be at least eighteen (18) years of age or the applicable state age of majority.

### **(e) Privacy Policies of Linked Sites and Advertisers**

Our Site may contain links to other sites, as well as advertisements from companies with their own sites. These other sites may not have privacy policies, and we are not responsible or liable for the privacy practices or the content of such sites. If you have any questions about how these other sites use your information, you should contact them directly.

### **(f) Security**

[www.CPRtimer.com](http://www.CPRtimer.com) implements reasonable security measures to protect the security of your Personal Information both online and offline. However, while we take reasonable precautions against possible security breaches of the Site and our databases and records, no website or Internet transmission is completely secure. Consequently, we cannot and do not guarantee that unauthorized access, hacking, data loss, or other breaches will never occur. Certain features or services offered on or through the Site may require you to open an account (including setting up an account and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your

password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify us immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by RRS or any other user of or visitor to the Site due to someone else using your account or password as a result of your failing to keep your account information secure and confidential.

**(g) Correcting/Updating/Reviewing Personal Information**

You may contact us at [privacy@CPRtimer.com](mailto:privacy@CPRtimer.com) and request to review, amend or delete your Personal Information collected by us, and/or request us to cease collecting Personal Information from you in the future.

### **III. USE OF THE SITE AND SITE CONTENT**

**(a) License to Use the Site**

We grant you a nonexclusive, nontransferable, limited right to access, use and display the Site and the copyrighted materials (including but not limited to photographs, graphics, and logos), trademarks and other proprietary information provided hereon ("Site Content"), provided that you comply fully with these Terms of Use. Except as provided in Section III(d) below, the Site and the Site Content is intended for non-commercial purposes only. You agree to use the Site and the Site Content only for lawful, personal, non-commercial, and informational purposes. Except as otherwise permitted herein, you may not reproduce, distribute, modify, copy, publish, display, transmit, adapt, upload, create derivative works of, post or in any way exploit the Site or the Site Content in any manner or for any purpose.

**(b) Copyright Protection**

The Site and all Site Content contained thereon is protected by copyright, including but not solely as a collective work under United States copyright laws, and is owned or controlled by, or licensed to, RRS or the party listed as the provider of the applicable Site Content. UNAUTHORIZED REPRODUCTION, DISTRIBUTION, MODIFICATION, COPYING, PUBLISHING, DISPLAYING, TRANSMITTING, ADAPTING, UPLOADING, CREATING DERIVATIVE WORKS, POSTING OR IN ANY WAY EXPLOITING ANY OF THE SITE CONTENT IS PROHIBITED. You may download any downloadable Site Content displayed on the Site only for lawful, personal, noncommercial and informational purposes, provided that such downloadable Site Content is also subject to the terms of this Section III, and provided further that you maintain and abide by all copyright, trademark and other notices contained in such Site Content, or if none, you abide by the following copyright and trademark notice with respect to such downloaded materials:

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**(c) Trademarks**

www.CPRtimer.com, "Rapid Response Solutions", "Rhythm of Life", "time is finally on your side", "when seconds count, you're ready", and all associated trademarks, trade names, logos and other marks appearing on the Site are owned by Rapid Response Solutions, LLC and are protected by applicable state, federal, and/or international law. They may be used publicly only with permission from RRS. Fair use of any such trademarks or other marks requires proper acknowledgment in accordance with the above copyright and trademark notice.

**(d) Commercial Use of the Site**

You may not reproduce, distribute, modify, copy, publish, display, transmit, adapt, upload, create derivative works of, post or in any way exploit portions of or link to this Site or any Site Content contained hereon for commercial purposes without our prior express written consent. Upon request that you remove any link to the Site or cease any such unauthorized exploitation, you shall immediately remove such link or cease such unauthorized exploitation.

**(e) Accuracy of Information**

We strive to provide accurate and complete information about its business and its activities, and to provide updated information on the Site; however, we do not warrant that any information on the Site is complete or free from error.

**(f) Links to Other Sites and/or Materials**

Links may appear on the Site that may be used to link to other site(s). These links are provided solely as a courtesy to our Site visitors. We reserve the right to add, change, decline or remove any link at any time. Other than with respect to linked sites which are expressly stated on such sites as being owned or controlled by RRS ("RRS Related Sites"), we have no control over the linked sites or the materials, information, goods or services available or contained on these linked sites ("Linked Sites"). Each RRS Related Site may have an individual privacy policy and/or terms of use which govern your use of and access to such RRS Related Site, and we recommend that you review the policies applicable to these sites prior to your use. We are not responsible for and do not endorse or warrant in any way any materials, information, goods or services available through Linked Sites or any privacy or other practices of such Linked Sites. If you decide to access any of the Linked Sites, you do so entirely at your own risk.

**IV. PROHIBITED ACTIONS**

You agree that you will not: (i) transmit any material to us that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of the Site; (ii) interfere with or disrupt the Site or servers or networks linked to the Site, or disobey any requirements, procedures, policies, or regulations of networks linked to the Site; (iii) intentionally or unintentionally violate any applicable local, state, national, or international law; (iv) transmit any material, or take any other actions with respect to your use of the Site, that would constitute, or would otherwise encourage, criminal conduct or conduct that could give rise to civil liability; (v) use the Site for commercial purposes, other than as permitted in Section III(d); or (vi) copy, reproduce, distribute, publish, modify, display, transmit, adapt or create derivative works from, or otherwise exploit, the images displayed on the site or the designs and articles depicted by such images.

**V. DISCLAIMERS AND LIMITATION OF LIABILITY**

**(a) Disclaimer of Liability**

NEITHER WE NOR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY SITE CONTENT OR SERVICES CONTAINED ON THIS SITE, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAKE ANY WARRANTY WHATSOEVER, INCLUDING WITHOUT LIMITATION THAT THE SITE WILL BE

UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE OR AS TO THE ACCURACY, RELIABILITY, QUALITY OR CONTENT OF ANY INFORMATION, SERVICE OR PRODUCT PROVIDED ON OR THROUGH THE SITE.

THE SITE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE.

USE OF THE SITE IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, OTHER COMMUNICATIONS, CONTENT (INCLUDING, WITHOUT LIMITATION, SOFTWARE) OR SERVICE ACCESSED THROUGH OR OBTAINED BY MEANS OF THE SITE.

**(b) Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, WE, OUR AFFILIATES, AND ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING ANY SITE CONTENT, PRODUCTS OR SERVICES CONTAINED ON THE SITE, AND ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUR OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SITE, OR THE BREACH OF ANY REPRESENTATION OR WARRANTY, WHETHER AS A BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, EVEN IF SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN ALL CIRCUMSTANCES OUR MAXIMUM LIABILITY IS LIMITED TO THE AMOUNT PAID BY YOU TO US FOR ACCESS TO THIS WEBSITE. WE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS WHICH EXCEED THIS LIABILITY LIMIT.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW. WE SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT WE HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

**(c) Indemnification**

You agree to defend, indemnify and hold us harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third party claim, action, or demand resulting from your use of the Site, or its products or services, or breach of these Terms of Use. You also agree to indemnify us for any loss, damages, or costs, including reasonable attorneys' fees, resulting from your use of software robots, spiders, crawlers, or similar data gathering and extraction tools, or any other action you take that imposes an unreasonable burden or load on our infrastructure.

## VI. DISPUTE RESOLUTION

In order to expedite and control the cost of disputes, you and we agree that any legal or equitable claim relating to these Terms of Use (referred to as "Claim") will be resolved as follows:

### (a) Informal Resolution

You and we agree that we will first try to resolve any Claim informally. Accordingly, neither of us may start a formal proceeding (except for Claims involving any violation of the federal trademark or copyright laws, or for injunctive relief) for at least 30 days after one of us notifies the other of a Claim in writing. We will send our notice to your billing address, with a copy via email to your email address. You will send your notice to [legal@CPRtimer.com](mailto:legal@CPRtimer.com).

### (b) Formal Resolution

**(i) Agreement to Arbitrate.** Except as provided in Section VI(b)(iii) below, if we cannot resolve a Claim informally, we agree that any and all Claims either of us asserts shall be resolved solely through binding arbitration. The arbitration will be conducted under the rules of the American Arbitration Association ("AAA") that are in effect at the time the arbitration is initiated, including the rules for the exchange of non-privileged and relevant information, and under the rules set forth in these Terms of Use. If there is a conflict between AAA rules and the rules set forth in these Terms of Use, the rules set forth in these Terms of Use will govern. If you initiate the arbitration, you agree to pay a fee of \$125 or, if less and you tell us in writing, the amount that you would pay to initiate a lawsuit against us in the appropriate court of law in your state. Other fees will be paid in accordance with AAA rules. The arbitration will be held in Green Bay, Wisconsin, unless you and we both agree to another location. In the arbitration proceeding, the arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Forms and other information on filing such a Claim can be found at [www.adr.org](http://www.adr.org).

BY AGREEING TO ARBITRATE AS SET FORTH HEREIN, YOU UNDERSTAND THAT WE ARE BOTH WAIVING OUR RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL.

**(ii) Special Rules.** You and we agree that the type of arbitration in which we both agree to participate is between RRS and you as an individual. YOU AND WE ARE AGREEING THAT NEITHER OF US WILL UTILIZE OR ATTEMPT TO UTILIZE CLASS ACTION ARBITRATION PROCEDURES IN ANY ARBITRATION.

**(iii) Exceptions.** Notwithstanding the foregoing, (A) any Claim involving a violation of applicable trademark or copyright laws, or a Claim for injunctive relief, may be decided only by a federal court (or, for injunctive relief, federal or state court) in Green Bay, Wisconsin, (B) neither you nor we shall be precluded from filing a Claim in small claims court for disputes within the small claims court jurisdictional level, and (C) unless otherwise expressly stated herein, we preserve all rights and remedies available to us at law or in equity.

### (c) Severability

You and we agree that if Section VI(b)(i) is found to be unenforceable by a court of competent jurisdiction, it shall be severed from these Terms of Use and – in that event -- you and we agree to submit to personal jurisdiction in Wisconsin and agree that any Claim shall be exclusively brought in the appropriate state or federal court in the County of Brown, Wisconsin. You and we also agree that if Section VI(b)(ii) is found to be unenforceable by a court of competent jurisdiction, then – regardless of the enforceability of Section VI(b)(i) -- any class action Claim shall be exclusively brought in the appropriate state or federal court in Green Bay, Wisconsin and you agree to submit to personal jurisdiction in Wisconsin.

## **VII. MISCELLANEOUS**

### **(a) Governing Law and Jurisdictional Issues**

This Agreement is governed in all respects by the substantive laws of the State of Wisconsin and of the United States of America. Notwithstanding the foregoing, Section VI(b) above shall be governed by the Federal Arbitration Act. The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed. This Site is controlled and operated from our offices in Peshtigo, Wisconsin, United States of America, and we make no representations that materials in the Site are appropriate or available for use in other locations. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Site from any territory where the content is illegal is prohibited. You may not use or export any of the Site materials in violation of U.S. export laws and regulations.

### **(b) Email May Not Be Used to Provide Notice**

Communications made through the Site's e-mail and messaging system shall in no way be deemed to constitute legal notice to us or any of our employees, agents or representatives, such as where notice to us is required by contract, or any federal, state or local laws, rules or regulations. Any such legal notice should be sent to the address provided in Section VII(e).

### **(c) Interpretation and Entire Agreement**

These terms and conditions form the complete and exclusive agreement between you and us, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between you and us relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not affect the interpretation of these Terms of Use and Privacy Policy. If any provision of these Terms of Use and Privacy Policy shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and Privacy Policy and shall not affect the validity and enforceability of any remaining provisions.

### **(d) Contact Us**

If you have any questions, comments or concerns regarding or about these Terms of Use and Privacy Policy and/or the Site, please send an email to: [legal@CPRtimer.com](mailto:legal@CPRtimer.com).

Legal notices should be sent to:

Rapid Response Solutions  
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Marinette, WI 54143-9498