

## **WEBSITE TERMS OF USE**

### **1. GLOBAL RESCUE'S ("GR" OR THE "COMPANY") INTELLECTUAL PROPERTY RIGHTS**

1.1. Copyrights: All of the content of this Web site, including text, art, graphics, logos, button icons, images, pictures, audio clips, and software is the property of GR, our members, partners, or content providers and is protected by U.S. and international copyright laws. Except as granted in the limited license below, any other use of such content, including modification, transmission, presentation, distribution, or republication is prohibited without the express prior written consent of GR.

1.2. Trademarks: All trademarks, trade names, logos, brand names, and service marks of GR, whether registered or unregistered, are the property of GR and are protected by U.S. and international trademark laws. Except as granted in the limited license below, any use of these assets is prohibited without the express prior written consent of GR. In no event may any such assets be used in connection with any product or service that is not GR's, in any manner that is likely to cause confusion or in any manner that disparages or discredits GR. All other trademarks, trade names, brand names, company names and/or logos appearing on this Web site are the property of their respective owners.

1.3. Patents: All patents and patent applications of GR are the property of GR and are protected by U.S. and international patent laws. Any use of these patented or patentable assets is prohibited without the express prior written consent of GR.

1.4. Limited License: Subject to these Terms of Use, GR grants you a limited, revocable, non-exclusive, and non-transferable license to download the material on this Web site solely for your personal, non-commercial use. If you violate any provision of these Terms of Use, your permission to access this Web site and to use such material automatically terminates and you must immediately destroy any copies you have made of any portion of such material.

1.5. Restrictions on Use: As a condition to your use of the GR Web site and services, you agree you will not: (i) use the GR Web site or services to infringe the intellectual property rights of others in any way; (ii) use the GR Web site or services, or attempt to penetrate, modify or manipulate the GR Web site or services or any of the hardware or software thereof, in order to: invade the privacy of, obtain the identity of, or obtain any personal information about any other user of the GR Web site or services; (iii) attempt to access information that is not otherwise deliberately made available to you through the GR Web site or services; (iv) modify, erase or damage any information contained on the computer of any user connected to the GR Web site or services; or (v) reverse engineer any portion of the GR Web site or services. This Web site or any portion thereof may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purposes not expressly permitted in writing by GR.

1.6. Termination: GR reserves the right to refuse service and terminate accounts, for reasons including, but not limited to, a belief by GR, in its absolute discretion, that user conduct violates applicable law or is harmful to the interests of GR, its members, partners, suppliers, or other users, or for any other reason, at GR's sole discretion, with or without cause.

1.7. Third-Party Licenses: You agree that you will not upload or transmit any communication or content of any type that infringes or violates any rights of any person.

## 2. MEDICAL DISCLAIMER/ASSUMPTION OF RISK

2.1. GR is Not a Substitute for in-person Medical Advice: THIS WEB SITE IS NOT DESIGNED TO, AND DOES NOT, PROVIDE MEDICAL ADVICE. All content, including text, graphics, images, and information, available on or through this Web site ("Content") is for general informational purposes only. The Content is not intended to be a substitute for in-person professional medical advice, diagnosis or treatment. NEVER DISREGARD IN-PERSON PROFESSIONAL MEDICAL ADVICE, OR DELAY IN SEEKING IT, BECAUSE OF SOMETHING YOU HAVE READ ON THIS WEB SITE. NEVER RELY ON INFORMATION ON THIS WEB SITE IN PLACE OF SEEKING PROFESSIONAL MEDICAL ADVICE.

2.2. GR Not Liable: GR IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT YOU OBTAIN THROUGH THIS SITE OR FROM YOUR PHYSICIAN WHO MAY ACCESS INFORMATION OR SERVICES THROUGH THIS SITE.

2.3. Confirm Information with Other Sources and Your Attending Physician: You are encouraged to confer with your attending physician with regard to information contained on or through this Web site. After reading Content on this Web site, you are encouraged to review the information carefully with your attending professional healthcare provider.

2.4. No Endorsements: GR does not recommend or endorse any specific tests, products, procedures, opinions, physicians, clinics, or other information that may be mentioned or referenced on this Web site.

2.5. Rely At Your Own Risk: RELIANCE ON ANY INFORMATION ON THIS WEB SITE IS SOLELY AT YOUR OWN RISK.

## 3. LEGAL REQUESTS

3.1 GR cooperates with law enforcement inquiries as a matter of policy. We will use IP addresses and other available information to attempt to identify a user when we are legally compelled to do so or when we feel it is necessary to protect our services, sites, customers, or others.

## 4. DISCLAIMERS OF WARRANTIES; LIMITATION OF LIABILITY AND LIQUIDATED DAMAGES

4.1 YOU AGREE THAT YOUR USE OF THE GR SITE IS ENTIRELY AT YOUR OWN RISK AND THAT ALL SERVICES OF GR THAT MAY BE RENDERED THROUGH THE GR SITE ARE PROVIDED "AS AVAILABLE" AND "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. GR DOES NOT WARRANT THAT ANY SERVICE PROVIDED THROUGH THE GR SITE WILL BE UNINTERRUPTED OR ERROR FREE. NOR DOES GR WARRANT THAT ITS SERVICES WILL BE FREE FROM COMPUTER VIRUS STRAINS. GR'S SERVICES MAY INCLUDE INFORMATION, PRODUCTS, MATERIALS, AND OTHER SERVICES CONTAINED ON OR PROVIDED THROUGH THIS WEB SITE, INCLUDING ALL TEXT, GRAPHICS, LINKS, ANIMATION, JAVA SCRIPT, AND COOKIES. GR AND ITS SERVICE PROVIDERS HEREBY DISCLAIM ANY LIABILITY TO YOUR OR ANY OTHER PARTY FOR ANY BREACH OF ANY ALLEGED WARRANTY OF GR, EVEN IF GR OR SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

GR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE SATISFACTION OF GOVERNMENT REGULATIONS REQUIRING DISCLOSURE OF INFORMATION ON PRESCRIPTION DRUG PRODUCTS WITH REGARD TO THE CONTENT CONTAINED ON THIS WEB SITE OR THE PRODUCTS OR SERVICES SOLD OR ADVERTISED HEREIN. GR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY TREATMENT, ACTION, OR APPLICATION OF MEDICATION OR PREPARATION BY ANY PERSON FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH GR OR BY ANY PHYSICIAN OF GR. GR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION, MATERIALS, AND SERVICES PROVIDED ON THIS WEB SITE ARE ACCURATE, RELIABLE, COMPLETE, OR CURRENT. Limitation of Liability: GR, ITS AFFILIATES, SERVICES PROVIDERS AND EACH RESPECTIVE ORGANIZATION'S DIRECTORS, MANAGERS, OFFICERS AND EMPLOYEES HEREBY DISCLAIM ANY LIABILITY TO YOU FOR THE USE OF THE GR SERVICES AVAILABLE THROUGH THIS SITE AND FOR ANY CLAIMS RELATING TO ALLEGATIONS OF PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE OR LOSS OF DATA, WHETHER IN ANY ACTION IN WARRANTY, CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE OR FUNDAMENTAL BREACH), OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THIS WEB SITE OR ANY SERVICE OFFERED THROUGH THIS WEB SITE OR ANY MATERIAL OR INFORMATION CONTAINED IN, ACCESSED THROUGH, OR PRODUCTS PURCHASED ON THIS WEB SITE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF GR IS ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF THE SAME. AS ANY ALLEGATION OF DAMAGES WOULD BE DIFFICULT IF NOT IMPOSSIBLE TO DETERMINE YOU AGREE THAT THE TOTAL LIABILITY OF GR FOR ACTUAL DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY YOU TO GR DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH ALLEGATIONS OF LIABILITY, OR IF NO AMOUNTS HAVE BEEN PAID BY YOU, ONE THOUSAND DOLLARS (\$1,000). IN NO EVENT SHALL GR, NOR ANY OF ITS MANAGERS, EMPLOYEES, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES OF ANY KIND. ANY CLAIMS ARISING IN CONNECTION WITH YOUR USE OF THIS WEB SITE OR ANY SERVICE, PRODUCT OR INFORMATION OFFERED OR PURCHASED THROUGH THIS WEB SITE MUST BE BROUGHT WITHIN ONE (1) YEAR OF THE DATE OF THE EVENT GIVING RISE TO SUCH ACTION. WHEN USING THE GR SERVICES, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT IS BEYOND THE CONTROL AND JURISDICTION OF GR AND ITS SUPPLIERS. ACCORDINGLY, GR ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE GR SERVICES.

## 5. CONSENT TO ELECTRONIC COMMUNICATIONS AND TRANSACTIONS

5.1 When you visit or use this site and the services associated with it or when you send emails to GR, you are communicating with GR or others electronically. You consent to these methods of electronic communication and consent to GR's access to protected health information that may be contained in the electronic communications. You, GR, and your healthcare provider each agree to conduct electronically the business, commercial, and healthcare transactions, if any and as applicable, in which you engage. You agree that all agreements, notices, records, disclosures and other communications that GR or your healthcare provider provide to you electronically satisfy all legal requirements that such communications be in writing.

## 6. GOVERNING LEGAL PROVISIONS

6.1. **Governing Law and Jurisdiction:** These Terms of Use will be governed by New Hampshire law for all purposes, including Web site and services use and product purchases, without regard to or application of choice of law rules or principles. You hereby consent to the jurisdiction and venue of the State or the federal courts in New Hampshire. You should be aware that some jurisdictions do not allow for the exclusion of certain warranties or the limitation or exclusion for incidental or consequential damages which are contained in this Agreement. By agreeing to be bound by these Terms of Use you may be waiving legal rights which could be available to you in another jurisdiction.

6.2. **Third-Party Links:** GR does not endorse the content on any third-party Web sites. GR is not responsible for the content or result of any dealings with third parties who advertise on this site. Your use of third-party Web sites is at your own risk and subject to the terms and conditions of use for such Web sites. GR does not endorse any product advertised on this Web site nor does GR endorse manufacturer or other claims about the efficacy of these products.

6.3. **Export Laws:** The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act, and not to transfer, by electronic transmission or otherwise, any materials or information derived from the Web site to either a foreign national or a foreign destination in violation of such laws.

6.4. **Indemnification:** You agree to indemnify, defend, and hold harmless GR, its officers, directors, employees, agents, licensors, suppliers, and affiliates from and against any claims, actions or demands, liabilities, and settlements, including but not limited to, reasonable legal and accounting fees resulting from, or alleged to result from, your violation of these Terms of Use or any activity related to your account (including infringement of third parties' worldwide intellectual property rights or negligent or wrongful conduct) by you or any other person accessing GR using your account.

6.5. **International Laws:** GR is a limited liability company (LLC) in the State of Delaware in the United States of America. GR makes no claims that the Content is appropriate or may be downloaded outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the GR content and services from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

6.6. **Entire Agreement:** These Terms of Use and all other legal notices (including but not limited to the Privacy Policy) posted by GR on this Web site constitute the entire agreement between you and GR with respect to the use of the GR Web site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software.

6.7. **Waiver:** Our failure to exercise or enforce any right or provision of the Terms of Use or other legal notices posted by GR on this Web site shall not constitute a waiver of such right or provision. No waiver of any of these Terms of Use or of any other legal notices posted by GR on this Web site shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

6.8. Severability: If any provision of the Terms of Use or of any other legal notices posted by GR on this Web site is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use should remain in full force and effect.

6.9. Modification: Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use or of any other legal notice posted by GR on this Web site.

6.10. Assignment: GR may assign its rights and duties under this Agreement to any party at any time without notice to you and/or your approval.

6.11. Headings: The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

6.12. Selected images on this website are courtesy of: Bombardier Inc., Cessna Aircraft Company, Gulfstream Aerospace Corp. and Fairchild Dornier Inc.

6.13. Notices: If you have questions or comments regarding this Web site, please contact us at 85 Mechanic St, Suite A1-1, Lebanon, NH 03766.