Department of Health Services

Emergency Medical Services Agency Emergency Medical Technician Certification Fee Online Payment Program TERMS OF USE

Thank you for visiting our Website. This Website is operated by the County of Los Angeles Department of Health Services - Emergency Medical Services (EMS) Agency ("EMS", "we", "us", "our", "ourselves"). EMS is located at 10100 Pioneer Blvd. Santa Fe Springs, CA 90670. We ask that you carefully review these Terms of Use and all documents referenced in or linked from these Terms of Use (collectively, "Terms of Use") before using our Website. These Terms of Use establish a binding agreement that governs your use of this Website as described herein. These Terms of Use, together with the Privacy & Security Notice, governs all manners in which you may use this Website. The Terms of Payment referenced below governs your use of this Website for payment of online Emergency Medical Technician (EMT) Certification fees with a credit/debit card or eCheck. You agree to be bound by these Terms of Use. If you do not agree to any portion of the Terms of Use, you may not use this Website.

Please review our Privacy & Security Notice which also governs your use of our Website. The Privacy & Security Notice is incorporated into these Terms of Use.

1) If you use this Website to make an online payment with a credit/debit card or eCheck, such use is additionally governed by Terms of Payment ("Additional Terms"). Such Additional Terms are incorporated into these Terms of Use by this reference. As a precondition to using the Website for making an online payment, you will be asked to indicate your agreement to be bound by the Additional Terms, as further described in such Additional Terms.

Unless otherwise noted, this Website, including without limitation, all text, programs, products, processes, technology, information, content and other materials, together with all copyrights, trademarks, trade dress and/or other intellectual property therein (collectively, "Content"), and the compilation (meaning the collection, arrangement, and assembly) are owned by us, or by third parties who have licensed such Content to us. Such Content is protected by U.S. and International copyright laws. We, on behalf of ourselves and licensors, expressly reserve all rights, including without limitation, intellectual property rights, in this Website and all Content and compilation of Content from time to time available on this Website. Access to this Website does not confer, and shall not be considered as conferring, upon you or any other user of the Website any license to other rights to the Website, the Content or the compilation of Content.

Any notice or other type of information that is provided to you in connection with using this Website, such as these Terms of Use and the Privacy & Security Notice, amendments to any of these documents, payment or purchase confirmations, and other information (collectively, "Communications"), may be posted on this Website or, where applicable, sent to your email address. We are not obligated to provide any Communications to you in paper form.

- 2) We provide the Website to you on an "as is" basis without any warranties of any kind, whether express or implied. To the extent permissible under applicable law, we hereby disclaim all warranties, express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the foregoing, we do not make any representations or warranties that (a) the information or other materials available on our Website will be error-free, (b) defects in our Website will be corrected, (c) our Website or its servers are free of viruses or other harmful components and/or (d) our Website will be secure, accessible continuously and without interruption. Further, we do not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of the information or other materials available on our Website.
- 3) We may provide links from our Website to other websites as a convenience to our visitors. We have no control over the content posted at those linked websites, all of which have separate terms of use and privacy policies. We make no representation about the use, accuracy, reliability, and/or completeness of any information or other material available thereon. Links to third party websites are not intended to and do not imply affiliation with or sponsorship or endorsement of these websites or of the third parties operating such websites. Once you link to another website, you are subject to the terms of use and Privacy & Security Notice of that website and use of that website at your own risk.

We have not reviewed all of the third-party websites linked to or framing this website, and are not responsible for such third-party websites. By entering this Website, you acknowledge and agree that EMS has not reviewed all of the third-party websites linked to or framing this Website, and is not responsible for the content of any pages of such third-party websites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you may have or might be requested to give to any third party, and you hereby irrevocably waive any claim against us with respect to such third-party websites. Your use of any other websites or to any other site connected to our Website is at your own risk.

4) You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including without limitation, via means of submitting a virus to the Website, overloading, "flooding," "spamming," "mailbombing," or "crashing"; or (d) sending unsolicited email, including promotions, and/or advertising of products and services. Violations of system or network security may result in civil or criminal liability. We will investigate occurrences that may involve such violations and cooperate with law enforcement authorities in prosecuting users who involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of this Website or any

activity being conducted on this Website. You agree further not to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to navigate or search this Website other than the search engine and search agents available on this Website and other generally available third party Web browsers (e.g., Internet Explorer, Firefox, etc).

5) We do not accept any liability for any conduct, acts, or omissions occurring at or relating to this Website. Under no circumstances will we be liable to you for any consequential, incidental, or special damages, including any lost profits or loss of data, even if you claim to have notified us about such damages, or for any claims by any third parties. This provision shall survive the expiration or other termination of these Terms of Use.

You agree to indemnify, defend and hold us harmless, at your own expense, from and against any liability, fees (including attorney's fees) and/or costs arising out of or relating to your breach or violation of these Terms of Use. This provision shall survive the expiration or other termination of these Term of Use.

You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Terms of Use or the ownership, operation or maintenance of this Website, shall be resolved exclusively in the appropriate state or federal court in the County of Los Angeles, California. All such disputes shall be governed by and construed in accordance with the laws of the State of California. This provision shall survive the expiration or other termination of these Terms of Use.

You agree that we may modify or add to these Terms of Use at our sole discretion, without notice to you, and that your right to access this Website is conditioned upon your compliance with the most current version of these Terms of Use. You further agree that we may modify all or any portion of this Website and/or any service available on this Website without notice or cause at any time.

6) We may terminate all or any portion of these Terms of Use and/or all or any portion of this Website without prior notice or cause at any time. You agree not to use all the applicable portions of this Website for any reason if at any time we terminate your access to all or any portion of this Website, we terminate all or any portion of these Terms of Use, or you do not agree to agree to all or any portion of these Terms of Use. If at any time you do not agree with any portion of these Terms of Use or the Privacy & Security Notice, you must immediately cease using this Website. Further, if at any time you are attempting to use this Website to make a payment and pay by credit/debit card or eCheck, and if you do not agree with any applicable portion of the Additional Terms, you must, when prompted, select the "I Disagree" button and immediately cease using this Website to make such payment or purchase. The provisions of these Terms of Use which specifically state that they will survive the termination or expiration of these Terms of Use and any rights and obligations under these Terms of Use which by their nature should survive shall survive any termination or expiration of these Terms of Use.

7) These Terms of Use constitute the entire agreement between you and us relating to your access to and use of this Website and supersede any prior or contemporaneous representations or agreements. These Terms of Use shall govern our legal rights and obligations. Any rights not otherwise expressly granted by these Terms of Use are reserved by us. This Agreement may not be modified, either expressly or by implication, except as set forth above. If any provision of these Terms of Use is deemed invalid or for some reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not in any way affect the validity or enforcement of the remainder of these Terms of Use not deemed invalid or unenforceable.