

## TERMS & CONDITIONS

OnSolve welcomes you, as a "Subscriber" to its CodeRED® and CodeRED Weather Warning® Services (the "Services"). By completing this community notification enrollment form, you agree to be subject to OnSolve's Terms of Use ("Terms") and Privacy Policy ("Privacy Policy") located here: [www.onsolve.com/privacy-statement/](http://www.onsolve.com/privacy-statement/), which may be updated from time to time. By completing this form, you agree that you have read the Terms and Privacy Policy, and agree to them in full.

**Your Information:** The information we collect on this form is designed to assist OnSolve in serving you based upon your request for emergency or general interest notifications from OnSolve or your local provider.

You agree to provide true, accurate and complete information on this form, and to maintain the accuracy of such information at all times. You warrant and represent that the provision of such information does not invade on the privacy of any other person. You agree not to impersonate any person or entity, or misrepresent themselves as such person or entity when filling out this form.

The data you are providing on this form is being collected by your local provider. Accordingly, OnSolve will have no control over the disclosure of your information by your local provider and in certain instances, your information may be subject to public records requests and transferred without OnSolve's knowledge. OnSolve SHALL HAVE NO LIABILITY TO YOU AS A RESULT OF YOUR LOCAL PROVIDER'S TRANSFER OF YOUR INFORMATION. Any information which your local provider sends to OnSolve is kept confidential by OnSolve and OnSolve will take reasonable and appropriate steps to protect this information from unauthorized access or disclosure. **OnSolve does not sell, rent or lease information to third parties, provided however, that the information on this form will be shared with your local provider.**

We do not intentionally collect personal information from anyone we know to be under eighteen (18) years of age. By signing up, you represent and warrant that you (i) are eighteen (18) years of age or older; or, (ii) if you are registering information for a child under eighteen (18) years of age, you are the parent or legal guardian of such child; you are over eighteen (18) years of age; and that you are legally authorized to provide information for such child to be contacted through OnSolve's Services.

OnSolve welcomes your comments regarding this form or the Services OnSolve provides. If you have any questions, please contact OnSolve by telephone, e-mail, or postal mail.

**OnSolve Privacy**  
**OnSolve, LLC**  
**780 W. Granada Boulevard, Ormond Beach, Florida 32174**  
**386-676-0294**

## PRIVACY POLICY

**Registration:** As a Subscriber, you understand and agree that OnSolve may send you communications, announcements, newsletters, service announcements and other administrative messages. These messages are separate from any messages sent by your local provider.

You authorize OnSolve to maintain a database of information about you based upon what is included on this form. You understand and agree that your local provider and OnSolve have the ability to modify and/or remove your information from the Services. Such removal is at the sole discretion of the local provider and OnSolve. You acknowledge and agree that, by registering with any of the Services, you consent to be contacted, using an automated dialer and a pre-recorded message, by OnSolve and OnSolve's clients.

You understand and agree that you may request to stop receiving messages through the Services by contacting the phone number listed in any message, by contacting your local provider or by contacting OnSolve at 386-676-0294. You understand and agree that removing your information through your local provider may not remove you from OnSolve's databases if your information is available through a commercially available database, or later re-entered into the Services.

**Limitations:** YOU UNDERSTAND AND AGREE THAT ONSOLVE, ALONG WITH ITS OFFICERS, MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, PARENTS, SUCCESSORS AND ASSIGNS (THE "RELEASEES") DISCLAIM ANY AND ALL LIABILITY, WHATSOEVER, WHETHER RAISED BY A THIRD PARTY OR OTHERWISE, FOR ANY AND ALL REASONS, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH OR LOSS, INFRINGEMENT, INVASION OF PRIVACY, PROPERTY DAMAGE, AND INTERRUPTION TO BUSINESS, TO YOU AND YOUR HEIRS AND ASSIGNS, WHICH MAY RESULT FROM THE USE OR ANY ERRORS OR OMISSIONS OF THE SERVICES, OR FROM THE FAILURE OF OnSolve TO UPDATE OR PROVIDE ANY INFORMATION THROUGH THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ANY RELEASEE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRIVACY, LOSS OF CONFIDENTIAL INFORMATION, OR BUSINESS INTERRUPTION) FROM OR DUE TO THE USE, MISUSE OR INABILITY TO USE THE SERVICES, EVEN IF THE RELEASEES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED SOLELY ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. OnSolve AND OnSolve'S CLIENTS SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY BEYOND A REFUND ANY FEES PAID (IF ANY).

YOU ACKNOWLEDGE THAT YOUR LOCAL PROVIDER IS PROVIDING THE SERVICES AS A PUBLIC SERVICE AND FOR NO COMPENSATION FROM YOU. YOU ACKNOWLEDGE THAT YOUR LOCAL PROVIDER MAY, IN ITS SOLE DISCRETION, TERMINATE THE SERVICES AT ANY TIME. YOU ALSO ACKNOWLEDGE THAT TECHNICAL PROBLEMS OR HUMAN ERROR MAY RESULT IN A FAILURE OF THE SERVICES AT ANY TIME. YOUR ACCESS TO NOTIFICATIONS SENT THROUGH OnSolve'S SERVICES MAY BE TERMINATED AT ANY TIME, FOR ANY REASON. IN CONSIDERATION OF THESE FACTORS, YOU HEREBY WAIVE, RELEASE, AND HOLD HARMLESS YOUR LOCAL PROVIDER, OnSolve, AND THEIR RESPECTIVE PARENTS AND SUBSIDIARIES, FROM ANY CLAIM ARISING FROM A FAILURE, FOR ANY REASON, TO PROVIDE THE SERVICES.

You understand and agree that OnSolve does not have control over telephone service, cellular service and internet service providers which may be necessary for sending messages through the Services. Accordingly, not all calls, texts and other notifications may come through, and such failure shall not be deemed to be the responsibility of OnSolve or your local provider. You understand and agree that the receipt of messages through the Services may cause you to incur phone, text, and data charges, and that OnSolve is in no way responsible for such charges.

You acknowledge that the Services are intended to be used as part of a comprehensive general and emergency notification strategy, which as well as the use of common sense. You understand and agree that the Services are simply a tool to provide you with information, and that you cannot rely on emergency notifications nor treat any of the Services as a life-saving or property-saving device. In the event of an emergency, you must place a phone call to 9-1-1 or your local emergency provider.