

**Emergency Medical**  
TRAINING CENTER LLC



KEEPING YOU PREPARED

## ***Terms of Service Agreement***

*Please read these terms of service (“terms”, “terms of service”) carefully before using [EMT Prep App] (the “service”) operated by [Emergency Medical Training Center LLC aka EMTC] (“us”, “we”, “our”).*

## ***Conditions of Use***

*We will provide our app services to you, which are subject to the conditions stated below in this document. Every time you visit this app, use its services and/or make a purchase, you accept the following conditions. This is why we urge you to read them carefully. This app is meant to help educate the user on EMT testing knowledge for NREMT and school examination requirements. The questions on this app have not been peer reviewed by anyone outside of EMTC staff. The questions found within the app are for the EMT provider level only. This app will not guarantee a pass on the NREMT exam or within your school/program. The user acknowledges this is merely a prep application, a tool. The user is solely responsible for their own course/class study participation found within their program’s policies.*

## ***Copyright***

*Content published on this app (digital downloads, images, texts, graphics, logos and any/all question content) is the property of*

*[EMTC] and protected by international copyright laws. The entire compilation of the content found on this app is the exclusive property of [EMTC], with copyright authorship for this compilation by [EMTC]. Any attempt to steal protected app data will result in account termination. See cancelation policy for more information.*

## **Communications**

*The entire communication with us is electronic. Every time you send us an email or visit our website, you are going to be communicating with us. You hereby consent to receive communications from us. We will continue to communicate with you by sending you emails. You also agree that all notices, disclosures, agreements, and other communications we provide to you electronically meet the legal requirements that such communications be in writing.*

## **Applicable Law**

*By using this app, you agree that the laws of the State of Michigan without regard to principles of conflict laws, will govern these terms of service, or any dispute of any sort that might come between [EMTC] and you, or its business partners and associates.*

## **Disputes**

*Any dispute related in any way to your visit to this app or to products you purchase from us shall be arbitrated by state or federal court in Michigan and you consent to exclusive jurisdiction and venue of such courts.*

## **License and Site Access**

*We grant you a limited license to access and make personal use of this app. You are not allowed to download or modify it.*

## **User Account**

*If you are an owner of an account on this app, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password. Accounts are not to be shared with anyone other than yourself.*

*We reserve all rights to terminate accounts, edit or remove content and cancel orders at our sole discretion. If policy infraction is found to be committed, user account will be canceled. All monies paid to EMTC will be fully retained by EMTC. No refunds. No refunds after purchase.*

## **Cancellation Policy**

*Once a purchase is made (Trial mode or Subscription mode) , the user's method of payment on file will be auto deducted the total fee every 30 calendar days until canceled by user. No refunds after payment is made. If user cancels after payment made, the user will have access to the app for 30 calendar days of purchase date. After this time has passes, the user's access will terminate.*

## **Privacy Policy**

Our Privacy Policy was last updated on 05/21/2024.  
This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of your information when You use the Service and tells You about Your privacy rights and how the law protects You. We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

## **Interpretation and Definitions**

### *Interpretation*

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### *Definitions*

For the purposes of this Privacy Policy:

- ● **"Account"** means a unique account created for You to access our Service or parts of our Service.
- ● **"Application"** means the software program provided by the Company downloaded by You on any electronic device, named EMTC EMT B Prep App
- ● **"Company"** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to EMTC
- ● **"Country"** refers to USA
- ● **"Cookies"** are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website among its many uses.
- ● **"Device"** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- ● **"Personal Data"** is any information that relates to an identified or identifiable individual.

- • **"Service"** refers to the Website.
- • **"Service Provider"** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analyzing how the Service is used.
- • **"Usage Data"** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- • **"You"** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## *Collecting and Using Your Personal Data*

### **Types of Data Collected**

#### *Personal Data*

*While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:*

*Email address*

*First name and last name*

#### **Usage Data**

*Usage Data is collected automatically when using the Service.*

*Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.*

*When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.*

*We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.*

### **Information Collected while Using the Application**

*While using Our Application, in order to provide features of Our Application, We may collect, with Your prior permission:*

- *Information regarding your location*

*We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it may be simply stored on Your device. You can enable or disable access to this information at any time, through Your Device settings.*

### **Use of Your Personal Data**

*The Company may use Personal Data for the following purposes:*

- **To provide and maintain our Service**, including to monitor the usage of our Service.

- **• To manage Your Account:** to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
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- **• For the performance of a contract:** the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- **• To contact You:** To contact You by email, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- **• To provide You with news,** special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- **• To manage Your requests:** To attend and manage Your requests to Us.
- **• For business transfers:** We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- **• For other purposes:** We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience. We may share Your personal information in the following situations:

- ● **With Service Providers:** We may share Your personal information with Service Providers to monitor and analyze the use of our Service, for payment processing, to contact You.
- ● **For business transfers:** We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- ● **With Affiliates:** We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- ● **With business partners:** We may share Your information with Our business partners to offer You certain products, services or promotions.
- ● **With other users:** when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- ● **With Your consent:** We may disclose Your personal information for any other purpose with Your consent.

### **Retention of Your Personal Data**

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter



*period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.*

### *Transfer of Your Personal Data*

*Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.*

*Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.*

*The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.*

### *Disclosure of Your Personal Data*

#### *Business Transactions*

*If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.*

#### *Law enforcement*

*Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in*

*response to valid requests by public authorities (e.g. a court or a government agency).*

### **Other legal requirements**

*The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:*

- • *Comply with a legal obligation*
- • *Protect and defend the rights or property of the Company*
- • *Prevent or investigate possible wrongdoing in connection with the Service*
- • *Protect the personal safety of Users of the Service or the public*
- • *Protect against legal liability*

### **Security of Your Personal Data**

*The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.*

### *Detailed Information on the Processing of Your Personal Data*

*The Service Providers We use may have access to Your Personal Data. These third-party vendors collect, store, use, process and transfer information about Your activity on Our Service in accordance with their Privacy Policies.*

### *Analytics*

*We may use third-party Service providers to monitor and analyze the use of our Service.*

### *Email Marketing*

*We may use Your Personal Data to contact You with newsletters, marketing or promotional materials and other information that may be of interest to You. You may opt-out of receiving any, or all, of these communications from Us by following the unsubscribe link or instructions provided in any email We send or by contacting Us.*

### **Links to Other Websites**

*Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.*

*We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.*

### **Changes to this Privacy Policy**

*We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.*

*We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.*

*You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.*

### **Contact Us**

*If you have any questions about this Privacy Policy, You can contact us:*

- • *By visiting this page on our website found on the app.*
- • *By sending us an email: [Jbishop.EMTC@gmail.com](mailto:Jbishop.EMTC@gmail.com)*