

# Versitell Communications LLC / ReadyWarn

## Terms of Service

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE SERVICES. BY USING THE WEBSITE WWW.VERSITELL.COM, WWW.READYWARN.COM AND OTHER FEATURES, CONTENT, OR APPLICATIONS (COLLECTIVELY, THE "SITE") OFFERED BY VERSITELL COMMUNICATIONS LLC. ("VERSITELL"), YOU SIGNIFY YOUR ASSENT TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU DO NOT HAVE ANY RIGHT TO USE THE SERVICES. VERSITELL'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS AND CONDITIONS ARE CONSIDERED AN OFFER BY VERSITELL, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

The purpose of the Site, owned and operated by Versitell Communications LLC. ("Versitell"), a Wisconsin Limited Liability Company, is to provide an automated mechanism to post informational messages to third party services such as Twitter, Facebook, and others (the "Services") on behalf of yourself or your organization ("User" or "you"). This Agreement applies to all users of the Site and Services, including users who contribute content, information, and other materials or services on the Site. The Site is accessed by you under the following terms and conditions:

1. ACCESS TO THE SERVICES. Subject to the terms and conditions of this Agreement, Versitell may offer to provide the Services, as described more fully on the Site, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Versitell performs for you, as well as the offering of any materials displayed or performed on the Site or the Services (including, but not limited to text, graphics, news articles, photographs, images, illustrations, audio clips and video clips, also known as the "Content"). Versitell may change, suspend, or discontinue the Services, including any Content for any reason, at any time, including the availability of any feature, database, or content. Versitell may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability. Versitell reserves the right, at its discretion, to modify this Agreement or Content at any time by posting a notice on the Site, or by sending you a notice via e-mail or postal mail. You shall be responsible for reviewing and becoming familiar with any such modifications. Your use of the Services following such notification constitutes your acceptance of the terms and conditions of this Agreement as modified.

You certify to Versitell that you are authorized to sign up for and use this Service on behalf of an individual or organization. You also certify that you are legally permitted to use the Services and access the Site, and take full responsibility for the selection and use of the Services and access of the Site. This Agreement is void where prohibited by law, and the right to access the Site and use the Services is revoked in such jurisdictions.

Versitell will use reasonable efforts to ensure that the Site and Services are available twenty-four hours a day, seven days a week. However, there will be occasions when the Site and/or Services will be interrupted for maintenance, upgrades, or emergency repairs or due to failure of telecommunications links and equipment of Versitell or third party service providers. Every reasonable step will be taken by Versitell to minimize such disruption where it is within Versitell's reasonable control. YOU AGREE THAT NEITHER VERSITELL NOR THE SITE WILL BE LIABLE

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IN ANY EVENT TO YOU OR ANY OTHER PARTY FOR ANY SUSPENSION, MODIFICATION, DISCONTINUANCE OR LACK OF AVAILABILITY OF THE SITE, THE SERVICES, YOUR USER CONTENT (AS DEFINED HEREIN) OR OTHER CONTENT.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Services.

2. CONTENT OF THE SITE AND SERVICES. You may, to the extent the Site expressly authorizes you to do so, download or copy software accessible from the Site or the Content, and other items displayed on the Site or Services for download, for personal use only, provided that you maintain all copyright and other notices contained in such Content; otherwise, you shall not store any significant portion of any Content in any form. Copying or storing of any Content for other than personal, noncommercial use is expressly prohibited without prior written permission from Versitell, or from the copyright holder identified in such Content's copyright notice. All trademarks, service marks, and trade names which appear on the Site or through the Services (other than those appearing in any Content posted by a User) are proprietary to Versitell and/or third parties. You shall abide by all copyright notices, information, and restrictions contained in any Content accessed through the Services.

The Site is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided in this Section of this Agreement), create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part.

You acknowledge and agree that if you use any of the Services to contribute Content to the Site or Services ("User Content"), you hereby do and shall grant Versitell a non-exclusive, worldwide, royalty-free, transferable, sub-licensable right to use, modify, reproduce, distribute, prepare derivative works of, display, publish, perform and otherwise fully exploit such User Content (including all related intellectual property rights) in any media format and through any media channel and to allow others to do so. To the extent allowed by law, the foregoing includes all rights of paternity, integrity, disclosure and withdrawal, and any other rights that may be known as or referred to as "Moral Rights." To the extent you retain any such Moral Rights under applicable law, you hereby ratify and consent to any action that may be taken with respect to such moral rights by Versitell and agree not to assert any Moral Rights with respect thereto. You also hereby do and shall grant each user of the Site and the Services a nonexclusive license to access your User Content through the Site and the Services and to use such User Content as permitted through the functionality of the Site and the Services and under this Agreement. You warrant, represent, and agree that you have the right to grant Versitell and the Site the rights set forth above. You represent, warrant, and agree that you will not contribute any User Content that (a) infringes, violates or otherwise interferes with any copyright or trademark of another party, (b) reveals any trade secret, unless you own the trade secret or have the owner's permission to post it, (c) infringes any intellectual property right of another or the privacy or publicity rights of another, (d) is libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party, (e) contains a virus, trojan horse, worm, time bomb, or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or information, or (f) remains posted after you have been notified that such User Content violates any of sections (a) to (e) of this sentence.

Versitell reserves the right to remove any User Content from the Site and the Services at any time, for any reason (including, but not limited to, upon receipt of claims or allegations from third

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parties or authorities relating to such User Content or if Versitell is concerned that you may have breached the immediately preceding sentence), or for no reason at all. You understand that Versitell shall have the right to reformat, excerpt or translate any User Content submitted by you, that all information publicly or privately transmitted through the Site and the Services is the sole responsibility of the person from whom such information originated, and that Versitell will not be liable for any errors or omissions in content, and that Versitell cannot guarantee the identity of any other Users with whom you may interact in the course of using the Site and the Services or the authenticity of data provided by other Users. You are responsible for all User Content posted or developed under your username, including User Content contributed by a third party whom you have authorized to post User Content under your username (whether in the form of comments to a Circle or any other form). If you believe User Content residing on the Site or the Services infringes a copyright, please see our Copyright Policy below.

Any comments, suggestions, or feedback relating to the Site or the Services (collectively "Feedback") submitted to Versitell shall become the property of Versitell or its designee. Versitell will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, Site, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future Site, Services, or operations. Without limitation, Versitell will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you are responsible for whatever material you submit, and you, not Versitell, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

3. RESTRICTIONS. You are responsible for all of your activity in connection with the Services and accessing the Site. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Versitell user.

You shall not use any part of the Site or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store material that is deemed threatening or obscene, or engage in any kind of illegal activity. You will not run Maillist, Listserv, any form of auto-responder, or spam on the Site or through the Services.

4. WARRANTY DISCLAIMER. Versitell has no special relationship with or fiduciary duty to you. You acknowledge that Versitell has no control over, and no duty to take any action regarding: which users gain access to the Site or Services; what Content you access via the Site or Services; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Versitell from all liability for your having acquired or not acquired Content through the Site. The Site or Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. Versitell makes no representations concerning any content contained in or accessed through the Site or Services, and Versitell will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site. THE SERVICES, CONTENT, SITE AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TO THE FULLEST EXTENT ALLOWED BY LAW, VERSITELL DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, LEGALITY OR OPERABILITY OF THE MATERIAL OR SERVICES PROVIDED ON THIS SITE.

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BY USING THE SITE AND THE SERVICES, YOU ACKNOWLEDGE THAT VERSITELL IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM RESULTING FROM (1) USE OF THE SITE OR SERVICES; (2) DOWNLOADING INFORMATION CONTAINED ON THE SITE OR SERVICES; (3) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF CONTENT POSTED BY USERS; (4) THE TEMPORARY OR PERMANENT INABILITY TO ACCESS OR RETRIEVE ANY USER CONTENT FROM THE SITE OR SERVICES, INCLUDING, WITHOUT LIMITATION, HARM CAUSED BY VIRUSES, WORMS, TROJAN HORSES, OR ANY SIMILAR CONTAMINATION OR DESTRUCTIVE PROGRAM; (5) CONTENT POSTED IN ANY FORUM OR COMMUNITY AREA OF THE SITE OR SERVICES; AND (6) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THAT RESULTS FROM THE UPLOAD, DOWNLOAD OR STORAGE OF POSTED CONTENT.

5. THIRD PARTY WEBSITES. Users of the Site may gain access from the Site to third party sites on the Internet through hypertext or other computer links on the Site. Third party sites are not within the supervision or control of Versitell or the Site. Unless explicitly otherwise provided, neither Versitell nor the Site make any representation or warranty whatsoever about any third party site that is linked to the Site, or endorse the products or services offered on such site. Versitell and the Site disclaim: (a) all responsibility and liability for content on third party websites and (b) any representations or warranties as to (i) the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and (ii) the functionality of third party sites if you export User Content onto them. You hereby irrevocably waive any claim against the Site or Versitell with respect to such sites and third party content.

6. REGISTRATION AND SECURITY. As a condition to using Services, you may be required to supply Versitell with certain registration information, including registration information for third party services you access through Versitell. You shall provide Versitell with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your access to and/or use of the Site or Services. You may not (i) select or use as your username a name of another person with the intent to impersonate that person; or (ii) use as your username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as your username a name that is otherwise offensive, vulgar or obscene. You shall never use another User's account or registration information, for Versitell or any third party services you access through Versitell, without permission. Versitell reserves the right to refuse registration of, or cancel a username in its discretion. You shall be responsible for maintaining the confidentiality of your Versitell password.

You hereby irrevocably authorize Versitell to disclose your personally identifiable information at the request of any state, federal or other governmental agency or in response to any judicial process (including, without limitation, a subpoena).

7. INDEMNITY. You will indemnify and hold Versitell, its directors, officers, employees, agents, and representatives harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of your access to the Site or use of the Services, your violation of this Agreement, or your infringement, or the infringement by any third party using your registration information, of any intellectual property or other right of any person or entity.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL VERSITELL, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, MEMBERS, AGENTS AND REPRESENTATIVES BE LIABLE WITH RESPECT TO THE SITE OR THE SERVICES FOR (A) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER; (B) DAMAGES FOR LOSS OF USE, PROFITS, DATA, IMAGES, USER CONTENT OR OTHER INTANGIBLES; (C) DAMAGES FOR UNAUTHORIZED USE, NON-

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PERFORMANCE OF THE SITE, ERRORS OR OMISSIONS; OR (D) DAMAGES RELATED TO DOWNLOADING OR POSTING CONTENT. VERSITELL'S AND THE SITE'S COLLECTIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THREE HUNDRED UNITED STATES DOLLARS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO USER.

9. TERMINATION. Either party may terminate the Services at any time by notifying the other party by any means. Versitell may also terminate or suspend any and all Services and access to the Site immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Any fees paid hereunder are non-refundable. Upon any such termination, your right to use the Services, access the Site and any Content will immediately cease. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

10. PRIVACY. Please review our Privacy Policy, which governs the use of personal information by Versitell and to which you agree to be bound as a user of the Site and Services.

11. DISPUTE RESOLUTION. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and Versitell agree that any cause of action arising out of or related to the Site or Services must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

This Agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin, excluding its conflicts of law rules, and the United States of America. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Baraboo, Wisconsin, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in the arbitration shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Baraboo, Wisconsin. Use of the Site and Services is not authorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation, this section.

12. MISCELLANEOUS. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Versitell shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Versitell's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. If any provision of this Agreement is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sub-licensable by you except with Versitell's prior written consent. Versitell may transfer, assign or delegate this Agreement and its rights and obligations without consent. Both parties agree that this Agreement (including the Privacy Policy)

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is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind Versitell in any respect whatsoever. Any notice to the Site that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by confirmed e-mail to [service@versitell.com](mailto:service@versitell.com) or when delivered in person by nationally recognized overnight courier or mailed by first-class, registered or certified mail, postage prepaid, to Versitell Communications LLC, 812 Dubois Dr, Baraboo, WI 53913, Attn: Legal.

## Copyright Policy

Versitell has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act (<http://lcweb.loc.gov/copyright/legislation/dmca.pdf>) and other applicable laws. The address of Versitell's Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") is listed at the end of this policy. It is Versitell's policy to (1) block access to or remove Content that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or Users; and (2) remove and discontinue service to repeat offenders. If you believe that Content residing on or accessible through Versitell Site or Service infringes a copyright, please send a notice of copyright infringement by facsimile or regular mail (not e-mail) to Versitell Communications LLC, Attn: Legal (Copyright Agent), 812 Dubois Dr, Baraboo, WI 53913, Phone:715-254-0613, containing the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- Identification of works or materials being infringed;
- Identification of the Content that is claimed to be infringing including information regarding the location of the Content that the copyright owner seeks to have removed, with sufficient detail so that Versitell is capable of finding and verifying its existence;
- Contact information about the notifier including address, telephone number and, if available, e-mail address;
- A statement that the notifier has a good faith belief that the Content is not authorized by the copyright owner, its agent, or the law; and
- A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Once proper infringement notification is received by the Designated Agent, it is Versitell's policy to remove or disable access to the infringing Content and to notify the Content provider or User that it has removed or disabled access to the Content; that repeat offenders will have the infringing Content removed from the Service and that Versitell will terminate such content provider's or User's access to the Site and the Service.

In the event that Versitell notifies User that Versitell has received proper infringement notification about User's Content, User may elect to send Versitell a counter notice.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

The process for counter-notifications is governed by Section 512(g) of the Digital Millennium Copyright Act: <http://www.copyright.gov/legislation/dmca.pdf>

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To file a counter notification with Versitell, User must provide the following items to us in writing:

1. The specific URLs of material that Versitell has removed or to which Versitell has disabled access.
2. User's name, address, telephone number, and email address.
3. A statement that User consent to the jurisdiction of Federal District Court for the judicial district in which your address is located (or New York County, New York if your address is outside of the United States), and that User will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.
4. The following statement: "I swear, under penalty of perjury, that I have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
5. User's signature.

Send the written communication to the following address:

**Versitell Communications LLC.**  
**812 Dubois Dr**  
**Baraboo, WI 53913**  
**Attn: Legal (DMCA Counter-Notification)**  
**Tel: 715-254-0613**  
**Email: [service@versitell.com](mailto:service@versitell.com)**

After we receive User's counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes User's personal information. By submitting a counter-notification, User consents to having User's information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must notify us within ten (10) days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on Versitell. If we receive such notification we will not display, distribute or otherwise exploit the material. If we do not receive such notification, we may elect to do so.

**UNDERSTOOD AND AGREED:**

**Date:** \_\_\_\_\_

**Individual/Organization:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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