

## Notice of Use Policy

### Terms of Use

#### 1. Terms of Use Policy

Thank you for visiting the Hillsborough Rescue Squad/Hillsborough Emergency Medical Services Corporation's ("Hillsborough Rescue Squad/Hillsborough Emergency Medical Services Corporation" or "HRS/HEMS" or "Hillsborough EMS" or "we") website (the "Website") and reviewing our Terms of Use Policy ("Terms of Use"). By visiting this Website, you are accepting the terms and practices described in these Terms of Use, as well as the [Privacy Policy](#) which is hereby incorporated into these Terms of Use.

Please note that these Terms of Use are subject to change without notice, and that they reflect Hillsborough Rescue Squad/Hillsborough Emergency Medical Services Corporation's current practices. If you have any questions about these Terms of Use, you can contact Hillsborough EMS by mail at Post Office Box 660, Neshanic, New Jersey 08853; by phone at (908) 874-7900; or by email at [privacy\\_officer@hillsboroughems.com](mailto:privacy_officer@hillsboroughems.com).

#### 2. Not an Emergency Service; Not Medical Advice.

Even though you may be able to communicate with Hillsborough EMS through the Website, communications are not real-time. The Website does not provide any medical services, including but not limited to emergency or urgent medical services.

**PLEASE CALL 911 OR YOUR HEALTH CARE PROVIDER IF YOU BELIEVE THAT YOU ARE EXPERIENCING A MEDICAL EMERGENCY OR IF YOU ARE EXPERIENCING HEALTH CHANGES THAT ARE WORRISOME TO YOU.**

The health information on this Website is for general education purposes and is not intended to constitute medical advice. The information should not be used for diagnosis or treatment, nor should it be used to replace the advice of licensed healthcare professionals. Health concerns should be discussed with your personal physician. If you have any concerns about your health, please contact your healthcare provider.

**The Website is not designed for the transmission or receipt of your personal health information; please do not communicate your personal health information via the Website.**

#### 3. Use of the Website

You warrant that you will use the Website for lawful purposes. You will not use the Website to harass other users, or take any actions that will affect the availability or functionality of the Website. You may not attempt to modify the Website or its contents. Unauthorized attempts to modify or modifications of any information stored on the Website may result in criminal prosecution. All information you submit through the Website must be complete, accurate and current.

#### 4. Endorsement Disclaimer

Reference in this Website to any specific commercial products, brand names, processes, or services, or the use of any trade, firm, or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by Hillsborough EMS, or its officers, employees or agents nor does such reference constitute an endorsement of Hillsborough EMS or any of the foregoing.

#### 5. Intrusion Detection Notification; Security

All Hillsborough EMS computer systems are subject to monitoring at all times to assure proper functioning of the systems, to provide security for the computer system's operation and information contained therein, to prevent unauthorized use, and to deter and investigate violations of law. There is no reasonable expectation of privacy in the use of this Website.

You are prohibited from taking any action using any services or facilities provided in connection with the Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Hillsborough EMS reserves the right to release your details to system administrators at other websites in order to assist them in resolving security incidents. Hillsborough EMS reserves the right to investigate suspected violations of these Terms of Use.

Hillsborough EMS reserves the right to cooperate fully with any law enforcement authorities or court orders requesting or directing Hillsborough EMS to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

BY ACCEPTING THESE TERMS OF USE YOU WAIVE AND HOLD HARMLESS HILLSBOROUGH EMS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY HILLSBOROUGH EMS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER HILLSBOROUGH EMS OR LAW ENFORCEMENT AUTHORITIES.

#### 6. Copyright & Trademark Disclaimer

Hillsborough EMS has made the content of these pages available to the public and anyone may view the information for personal use unless otherwise stated on particular material or information to which a restriction on free use may apply. Hillsborough EMS makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display. Making a copy of, transmitting, or otherwise re-using such materials may be subject to the copyright, trademark and/or related laws.

You may not (and may not authorize any party to) (a) co-brand the Website, (b) frame the Website or any web page related thereto without the express prior written permission of an authorized representative of Hillsborough EMS, or (c) use the Website to access, copy, transfer, transcode or re-transmit content in violation of third party rights. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish or distribute the Website or content accessible within the Website. You agree to cooperate with Hillsborough EMS in causing any unauthorized co-branding, framing or hyperlinking immediately to cease. You may not obtain or attempt to obtain any materials, content or information through any means not intentionally made available or provided for through the Website.

#### 7. Use of Names, Trademarks & Logos

Use and display of the names and trademarks Hillsborough EMS, Hillsborough Rescue Squad, HEMSCorp, the American Heart Association, the logos associated with these names and marks, or any other name, mark or logo used by Hillsborough EMS, its licensees or affiliates are restricted by law and may be used only as authorized by Hillsborough EMS or the American Heart Association.

#### 8. Termination or Restriction of Access

Hillsborough EMS reserves the right, in its sole discretion, to terminate your access to any or all of the Website or any portion thereof at any time, without notice. Upon termination, you shall cease to use the Website in its entirety. Hillsborough EMS may terminate your rights to access the Website without any obligation or other liability, if you fail to comply with these Terms of Use.

#### 9. General Information Disclaimer; Limitation of Liability

The materials and information provided on this Website are provided "as is." No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement, title, merchantability, fitness for a particular purpose, warranties arising from usage or trade or course of dealing, and freedom from computer virus, is given with respect to the contents of this Website or its hyperlinks to other Internet resources. Hillsborough EMS does not guarantee the accuracy of such information, and portions of the information contained in this Website may be incorrect or not current.

NEITHER WE NOR ANY OF OUR EMPLOYEES, AGENTS, SUCCESSORS, OFFICERS, DIRECTORS, TRUSTEES, BOARD MEMBERS, MEMBERS, MANAGERS, ASSIGNS, OR AFFILIATES SHALL BE LIABLE TO YOU OR OTHER THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE WEBSITE OR INABILITY TO GAIN ACCESS TO OR USE THE WEBSITE. FURTHERMORE, IN NO EVENT SHALL OUR LIABILITY WITH RESPECT TO THE WEBSITE EXCEED ONE HUNDRED DOLLARS (\$100).

#### 10. Indemnification

You agree to indemnify and hold harmless Hillsborough EMS and its officers, directors, employees, agents, affiliates, third party information providers, licensors and others involved in the Website or the delivery of products, services or information over the Website, from and against any and all liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising from any violation by you of these Terms of Use or your use of the Website or any products, services or information obtained from this Website.

#### 11. Third Party Links

The Website and materials may contain hypertext or links to other Internet computer sites which are not owned, operated, controlled or reviewed by Hillsborough EMS. These links are provided solely as a courtesy and convenience to you.

Hillsborough EMS, its trustees, officers or employees, exercise no control over the entities owning such websites or the views, accuracy, copyright or trademark, compliance or the legality of the material contained on those servers and does not sponsor, endorse or approve the information, content, proceeds, materials, opinions or services contained on such external sites. You proceed to those

external sites at your own risk. Hillsborough EMS specifically disclaims any and all liability from damages, which may result from the accessing of a third party site, which is linked to the Website, or from reliance upon any such information. We are not responsible for the privacy practices or the contents of such websites. No endorsement of any third party products or services is expressed or implied by any information, material or content referred to or included on, or linked from or to, any Hillsborough EMS web pages. Any information, material or content referred to or included on, or linked from or to, the Website from a third party webpage does not constitute an endorsement of Hillsborough EMS's products or services.

## 12. Miscellaneous

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of New Jersey, USA, without regard to its conflicts of law principles. These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and Hillsborough EMS with respect to the Website, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Any cause of action you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the Website shall be in the state or federal courts located in New Jersey. You agree to submit to the jurisdiction of such courts.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties. The other provisions of these Terms of Use shall remain in full force and effect.

Hillsborough EMS's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and Hillsborough EMS nor any trade practices shall be deemed to modify these Terms of Use.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Hillsborough EMS as a result of these Terms of Use or use of the Website.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Notwithstanding the foregoing, any additional terms and conditions on the Website will govern the items to which they pertain.

Hillsborough EMS may revise these Terms of Use at any time by updating this posting. Such revised Term of Use will apply to the use of the Website after they are posted. These Terms of Use were last updated on February 17, 2014.

## **Website Privacy Policy**

Hillsborough EMS ("Hillsborough EMS," "we" or "our") respects your personal privacy and is committed to adhering to federal and state privacy laws and industry guidelines in order to protect you and your identity. This privacy policy ("Privacy Policy") describes how we handle the personal information that you provide to us on this website (the "Website"). This Privacy Policy applies only to this Website, not to any other third party sites that may be accessible from here, and not to personal information provided for health care services or treatment.

NOTE: Please note that Hillsborough EMS's [Notice of Privacy Practices](#) is a separate legal document that governs how medical information about you is used and may be disclosed by Hillsborough EMS. The Website is not designed for the transmission or receipt of your personal health information, please do not communicate your personal health information via the Website.

### **What Personally Identifiable Information Is Collected?**

The Website contains registration forms that allow visitors to sign up for Hillsborough EMS's health notices, events, email distribution lists, etc. These various registration forms may require visitors to provide Hillsborough EMS with contact information including, but not limited to, name, address and e-mail address. Certain other information, such as demographic information and responses to market surveys, may also be collected by us. In addition, when making a charitable gift to Hillsborough EMS Foundation, we will collect financial information, such as credit card account information and authorization. We may also supplement the information that you provide with information that is received from third parties. Not all information is required to be provided (required items will be clearly noted), but if you should choose to withhold any required information, you will not be eligible to participate in or receive full benefit from all products and services on the Website.

### **What Non-Personally Identifiable Information Is Collected?**

We may collect your Internet Protocol address to help diagnose problems with our server and to administer the Website. Our servers may automatically collect information about your use of the Website, including your Internet browser, operating system, internet source, the domain name that linked you to the Website, the length of time you spent on the Website, what websites linked from the Website you visited, and what advertisements you viewed.

We may also use web beacons and cookies on the Website. "Cookies" are an industry standard practice of placing a file or identifying "marker" on a user's computer for identification and personalization purposes. A cookie does not collect personal information. We may use session, persistent and flash cookies or any other successor tracker technology. You are not required to accept cookies, and you may set your browser to reject cookies. However, certain functionality of this Website may not work properly (if at all) if you reject cookies.

#### **How Is Information Used and With Whom Is It Shared?**

We use your information to enhance the Website and to personalize your experience. When you make a donation, we may provide your financial information to third parties that help us process your donation. However, any third party vendor will only use your information for processing your donation and for no other purpose. We will not sell your financial information to third parties. We use contact information from various registration forms to send you information about our products and services and promotional material from some of our partners and affiliates. The contact information is also used to contact you when necessary. Users may opt-out of receiving future mailings; see the Opt-Out Section below.

We may also collect and report to third parties (such as affiliates, content and service providers and advertisers) aggregated, non-identifiable information from this Website. Third parties may collect information about you when you view and/or click on various advertisements, and we do not control the collection of this information.

We may be required, by applicable law, subpoena, court order or other legal process to disclose your personally identifiable information, and it is our policy to comply with any such requirements.

#### **Opt-Out Procedure**

We offer you the ability to opt-out of receiving communications from us. If you wish to remove your information from one or all of our mailing lists or no longer receive future communications from Hillsborough EMS, please contact Hillsborough EMS's Marketing & Public Affairs Department at 609.252.8785 or send us an e-mail at [privacy\\_officer@hillsboroughems.com](mailto:privacy_officer@hillsboroughems.com). Your request to opt-out will be effective within a reasonable amount of time. While we are committed to handling your request promptly, it is possible that you will receive one or more additional communications from Hillsborough EMS before your contact information is removed.

#### **Security of Your Information**

We work hard to protect your personal information. We use both technical and procedural methods to maintain the integrity and security of our databases, including the use of firewalls, restricted access to data, employee training and other reasonable precautions.

The safety and security of your information also depend on you. Never share your password with anyone else, notify us promptly if you believe your password security has been breached, and remember to log off of this Website before you leave your computer.

This Website contains links to other websites operated by third parties that may be of interest to you. We cannot control these third party sites, which may collect personal information from you. When you follow a link and leave this Website, you do so at your own risk.

#### **What Hillsborough EMS Does About Children Visiting the Website**

The Website is not intended for children under the age of 13. We will not knowingly collect information from visitors in this age group. We encourage parents to talk to their children about their use of the Internet and the information they disclose online. If a child has provided us with personally identifiable information, a parent or guardian of that child may contact us via e-mail at [privacy\\_officer@hillsboroughems.com](mailto:privacy_officer@hillsboroughems.com) if he/she would like this information deleted from our records. We will use reasonable efforts to delete the child's information from our databases.

By using this Website, you accept the terms of this Privacy Policy. Our Privacy Policy may be updated from time to time, and your continued use of the Website constitutes your acceptance of such changes. If you do not agree to the terms of this Privacy Policy, your only option is to not use the Website. This Privacy Policy was last updated on February 17, 2014.