

TERMS OF USE

BY USING ANY PORTION OF THE INTERNATIONAL COMMISSION ON BIOLOGICAL EFFECTS OF ELECTROMAGNETIC FIELDS WEBSITE, www.ICBE-EMF.org, AND ANY MEDIA FORM, MEDIA CHANNEL, MOBILE WEBSITE OR MOBILE APPLICATION RELATED, LINKED, OR OTHERWISE CONNECTED THERETO (The Electromagnetic Safety Alliance, Inc, www.emsafetyalliance.org, collectively, the “WEBSITE”) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS. If you disagree with any of the terms below, we do not grant you the right to use the Website described in these Terms of Use (“Terms”) and you should immediately discontinue all use of the Website.

These Terms contain the terms and conditions that govern your access to and use of the Website and any other service related to the Website (collectively, the “Website”) and is an agreement between the International Commission on Biological Effects of Electromagnetic Fields. (“ICBE-EMF”, “we”, “us”, “our”, or “it”) and you. These Terms are effective as of October 6, 2022. We reserve the right to change these Terms from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Website and these Terms periodically and to be aware of any modifications. Your continued use of the Website after such modifications will constitute your acknowledgement of the modified Terms and agreement to abide and be bound by the modified Terms.

1. Description of Website
2. Eligibility and Registration
3. License to Use Website
4. Your Conduct on the Website

1. Description of Website

We make science-based information about the health and safety of artificial nonionizing radiation sources used for various wireless network communications and electrical technologies available on the Website.

You understand and agree that temporary interruptions of the Website may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of the Website, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the Website is provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

2. License to Use Website

ICBE-EMF grants you a limited revocable license to access and use the Website for its intended purposes, subject to your compliance with these Terms. If you use the Website in a manner that exceeds the scope of this license or you breach these Terms, ICBE-EMF may revoke the license granted to you.

3. Your Conduct on the Website

- a. Prohibited Uses Your use of the Website is subject to all applicable laws and regulations and you are solely responsible for the content of your communications through the Website. You may only use the Website as expressly permitted by ICBE-EMF to view and download content from the Website for educational and informational purposes. You may not cause harm to the Website. Specifically, but for purposes of illustration only and not limitation, you may not:
 - i. Interfere with the Website by using viruses or any other programs or technology designed to disrupt or damage any software or hardware;
 - ii. Modify, create derivative works from, reverse engineer, decompile or disassemble any technology used to provide the Website;
 - iii. Interfere with, or disrupt the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Website;
 - iv. Use a robot, spider or other device or process to monitor the activity on or copy pages from the Website, except in the operation or use of an internet “search engine”;
 - v. Collect electronic mail addresses or other information from third parties by using the Website;
 - vi. Impersonate another person or entity;
 - vii. Engage in any activity that interferes with another user’s ability to use or enjoy the Website; or
 - viii. Assist or encourage any third-party in engaging in any activity prohibited by the Terms.

- b. Privacy Policy. By entering into the Terms, you agree to ICBE-EMF's collection, use, and disclosure of your personal information in accordance with the Privacy Policy located at www.icbe-emf.org.

4. Reservation of Rights

- a. Monitoring. ICBE-EMF reserves the right, but does not assume the obligation, to monitor transactions and communications that occur through the Website. If ICBE-EMF determines, in its sole and absolute discretion, that you or another ICBE-EMF user will breach a term or condition of these Terms or that such transaction or communication is inappropriate, ICBE-EMF may cancel such transaction or take any other action to restrict access to or the availability of any material that may be considered objectionable, without any liability to you or any third party.
- b. Right to Deny Services. ICBE-EMF reserves the right to refuse access to the Website to you if you violate these Terms of Service or impair the operability of the Website in any way.

5. Intellectual Property Information

All content on the Website is Copyright © 2022 ICBE-EMF. All Rights Reserved.
(Question: If all content is copyrighted can people download or copy and use it?)

6. Miscellaneous

- a. Entire Agreement. These Terms constitute the entire agreement between ICBE-EMF and you concerning the Website.
- b. Notices. We may give notice to you by email, a posting on the Website, or other reasonable means. You must give notice to us in writing via email to notice@emsafetyalliance.org or as otherwise expressly provided by ICBE-EMF from time-to-time via its Website. If ICBE-EMF provides notice to you, ICBE-EMF will use the contact information provided by you to ICBE-EMF.
- c. Severability. These terms are contractual and are not a mere recital. If any portion of these Terms are held to be invalid or unenforceable, the remaining portion of the Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will

be severed from these Terms but the rest of the Terms will remain in full force and effect.

- d. Dispute Resolution. All disputes arising out of, relating to or connected with these Terms or your use of any part of the Website will be exclusively resolved under confidential binding arbitration held in Pima County, Arizona, before and in accordance with the rules of the American Arbitration Association's Arbitration Rules, by a sole arbitrator applying Arizona law (without regard for conflicts of law principles). The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. Any action to enforce an arbitrator's award will be brought in a federal or state court located in Maricopa County, Arizona. Each party hereby irrevocably submits to the personal jurisdiction of the Federal and Arizona state courts in Pima County. Notwithstanding anything to the contrary in this Section 13.e, ICBE-EMF may seek equitable relief, including, without limitation, injunctive relief and specific performance, without the requirement of posting a bond or other security or proving money damages are insufficient, from a court of competent jurisdiction.
- e. Waiver. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

6. Privacy Policy

ICBE-EMF cares deeply about data privacy and security. ICBE-EMF has developed a Privacy Policy in order to inform you of its practices with respect to the collection, use, disclosure and protection of your information. Please review our Privacy Policy located at www.icebe-emf.org/. By using the Website, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Use. Please be advised that the Website is hosted in the United States.

7. Digital Millennium Copyright Act (DMCA) Notice and Policy.

- a. Notifications. ICBE-EMF respects the intellectual property rights of others. If you believe that any material available on or through the Website infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent at copyright@emsafetyalliance.org, using the contact information provided below (a "Notification").

A copy of your Notification will be sent to the person who posted or

stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Website infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information:

- b.
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by the Notification, a representative list of such works on the Website;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ICBE-EMF to locate the material;
 - iv. Information reasonably sufficient to permit ICBE-EMF to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted;
 - v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
 - vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

- c. Counter Notification. If you believe your own copyrighted material has been removed from the Website as a result of a mistake or misidentification, you may submit a written counter notification to us at copyright@emsafetyalliance.org, using the contact information provided below (a "Counter Notification"). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

- d.

- i. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled;
- ii. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial in which ICBE-EMF is located;
- iii. A statement that you will accept the service of process from the party that filed the Notification or the party's agent;
- iv. Your name, address, and telephone number;
- v. A statement under penalty or perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled;
- vi. Your physical or electronic signature.

If you send ICBE-EMF a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless ICBE-EMF first receive notice from the party filing the Notification information us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question.

Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Attn. Ellis Carter
Caritas Law Group, P.C.
2307 S. Rural Road
Tempe, Arizona 85282

8. **California Users and Residents.** If any complaint with ICBE-EMF is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.
9. **Contact Us.** In order to resolve a complaint regarding the Website or to receive further information regarding use of the Website, please contact us at:

Attn. Ellis Carter
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