

Privacy Statement

Effective: 2004

Updated March 1, 2011

Welcome! Thanks for visiting. This website, www.itrauma.org, is operated and controlled by International Trauma Life Support (herein, "ITLS"). This **Privacy Statement** explains ITLS's privacy policies which include the terms and conditions of your access and use of www.itrauma.org as well as online programs and services administered, hosted, and/or controlled by ITLS (collectively referred to as "ITLS-controlled website(s)"). When the words "you" and "your" are used in this **Privacy Statement**, it is referring to any person or entity accessing and using an ITLS-controlled website. The words "we," "us," and "our" refer to International Trauma Life Support (ITLS) and any affiliate entities.

I. Overview

We offer access and use of ITLS-controlled websites according to this **Privacy Statement**. In this **Privacy Statement** you will find the rules that govern your access and use of any ITLS-controlled website, including:

- What Personal Information (sometimes referred to as "Personally Identifiable Information") our site collects about you and how we use it;
- Under what circumstances we might share or disclose the Personal Information we collect about you;
- How you can opt-out of future notification from us;
- How you can correct or update your Personal Information;
- Notification of material changes to our **Privacy Statement**;
- Our policy concerning security and legal disclaimers and warranties; and
- Our No-Use policy concerning access by children (i.e., individuals under 13 yrs of age).

You agree to the terms and conditions of this **Privacy Statement** when you access an ITLS-controlled website and (a) enter data or personal information into any field of an ITLS-controlled website, (b) access, use, or download any online program, database, or service we host, (c) post to an ITLS-hosted discussion forum, and/or (d) send an e-mail to us requesting information or seeking to enroll in any service or program we host.

From time to time, we may modify or update this **Privacy Statement**. Any changes will apply from the date of the modification or update. At the time of posting a material change or update to this **Privacy Statement**, we will post a prominent general notice of the nature of the material change on our ITLS home page. It is your responsibility to review this **Privacy Statement** along with any changes or updates.

II. How to Contact Us

If you have questions about this **Privacy Statement**, using an ITLS-controlled website, or have technical problems with the operation of an ITLS-controlled website or program, please contact us:

- By phone: 630-495-6442
- By email: info@itrauma.org -- please specify "iTrauma.org Privacy Statement" in the subject line

Please see paragraph J, "Enforcement" of Section V. "**Safe Harbor Compliance**" for further details concerning ways to contact ITLS's Privacy Officer with specific inquiries or concerns about this **Privacy Statement**.

III. Scope

A. This **Privacy Statement** applies to Personally Identifiable Information we collect about you online during your visit, access, or use of an ITLS-controlled website, including pages or tools identified as: ITLS Course Management System (“ITLS CMS”), the ITLS Bookstore, and the ITLS Members Only Registration.

B. NOTICE TO USERS LOCATED OUTSIDE OF THE UNITED STATES: Access to an ITLS-controlled website is NOT ADVISED if you are located in a region or country whose applicable privacy laws conflict with the scope or tenets of this **Privacy Statement**. If you access an ITLS-controlled website from a region or country with applicable privacy laws that conflict with this **Privacy Statement**, you do so **AT YOUR OWN RISK**.

C. Bulletin Boards, Chat Rooms, and Discussion Forums. Discussion forums, bulletin boards, chat rooms, and other similar publicly-accessible tools constitute public and not private communications. Be aware that Personally Identifiable Information you submit in connection with use of a publicly-accessible forum or chat tool can be read, collected, and used by others – including other users of the forum or tool – and could also be used to send you unsolicited messages. ITLS is NOT responsible for your access and use of a publicly-accessible forum or tool. ITLS is NOT responsible for what happens to Personally Identifiable Information you submit in connection with your use of a publicly-accessible forum or tool. Please see, also, **Section XIII. “ITLS Discussion Forums”**, below, regarding posts to an ITLS-hosted discussion forum on ITLS-controlled websites.

D. Terms and Conditions apply to ITLS Course Management System (CMS) Our ITLS website provides direct access to and use of our valuable ITLS Course Management System (CMS) tool (<http://cms.itrauma.org>); as such, this **Privacy Statement** governs your access to our ITLS CMS, including all information you provide/we collect online during your visit or use of this tool.

IV. Exceptions to Maintaining the Privacy of Personally Identifiable Information

It may become necessary for ITLS to release or disclose certain Personally Identifiable Information as requested or required in connection with legal proceedings initiated by law enforcement, governmental agencies, or private parties in a civil action, such as to comply with a subpoena, warrant, court order, levy, attachment, order of a court-appointed receiver, or administrative order. ITLS may share Personally Identifiable Information it has collected as necessary to investigate, prevent, or take action regarding suspected fraud or other illegal activity of its users, or to enforce or apply an ITLS agreement.

V. Safe Harbor Compliance

A. ITLS adheres to Safe Harbor principles established by the U.S. Department of Commerce (“DOC”) regarding the collection, use, and retention of Personally Identifiable Information provided to ITLS from users originating in the European Union. For more information about the DOC’s Safe Harbor framework as well as for a list of participating entities, please see the DOC-hosted website at <http://export.gov/safeharbor/>.

If you have questions or would like more information regarding Safe Harbor Principles, or you are a user of an ITLS-controlled website and have a specific concern or complaint relating to the collection or use of Personal Information that you entered into an ITLS-controlled website, please contact ITLS’s Privacy Officer at privacy@itrauma.org. Detailed information and procedures for resolving complaints

and concerns is outlined below in paragraph J, “Enforcement” of this Section V. “**Safe Harbor Compliance**”.

B. Definition of Personally Identifiable Information under DOC’s Safe Harbor: “Personally Identifiable Information” (or simply “Personal Information” or “personal data”) means information that can be used to identify or contact you, such as your name, email address, or mailing address, and (1) is transferred from the EU by an individual who is a citizen of an European Union (EU) member country to an ITLS location within the United States; (2) is recorded by ITLS and stored; (3) is about or pertains to that individual; and (4) can be linked to that individual.

C. The Information We Gather: ITLS has built and maintains an on-line, password-protected ITLS Course Management System (ITLS CMS) currently being used by ITLS Chapters and Training Centres to collect electronic records of any accreditation awarded students upon completion of ITLS coursework and programs. The program serves to track all education and training activity conducted by approved ITLS faculty. The Information collected about students and faculty by the ITLS CMS reflects requirements set by the U.S. EMS accreditation entity, the Continuing Education Coordinator Board for Emergency Medical Services (CECBEMS). These data collection requirements include personal and contact information (name, address, city, state/province, ZIP/postal code, country, phone, email address) and information related to the individual’s professional licensure (licensure type, license number, expiration date). In cases where a professional license number is not applicable, students are asked to provide their birth date as an identifying mechanism.

ITLS will collect Personal Information when a user opts to register for permission to access the Members Only section of an ITLS-controlled website or when a user makes a purchase through the ITLS Bookstore. When making a purchase, Personal Information collected includes contact information and billing information.

D. Use of This Information: ITLS does not sell any of the Personal Information collected online but may use “Personal Contact Information” (name, address, city, state/province, ZIP/postal code, country, email address) collected from any part of its ITLS-controlled website, internally, for the purpose of educational outreach, monitoring effectiveness of ITLS programs, responding to student feedback, and communicating with our members, attendees, and students about future programs of interest.

All other Personal Information (collected exclusively by the ITLS CMS), including professional licensure information and/or birth date, is used exclusively to identify individual student records when tracking, maintaining and submitting electronic records of accreditation awards granted to students upon completion of ITLS coursework and programs, and will not be sold or used for any other purpose.

The Personal Information collected for Members Only Registration and Bookstore purchases will be used by ITLS staff for internal purposes; access is restricted to a limited number of ITLS’s staff.

E. Transfer of This Information: As required by its accreditation entity in order to confer hours of continuing education to students for their participation in ITLS programs, ITLS transfers Personal Information collected via the ITLS CMS to CECBEMS on a quarterly basis. Electronic records containing the Personal Information are transferred directly to a password-protected section of the CECBEMS website, where it is uploaded into a CECBEMS database and stored as a record of each student’s course participation. CECBEMS is not currently listed on the DOC Safe Harbor website as having self-certified under DOC Safe Harbor; however, we have been assured by CECBEMS that

their website follows standard, controlled, safety/security procedures and uses secure socket layer encryption (SSL). The Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS), can be contacted directly at www.cecbems.org, by email to lsibley@cecbems.org, or by phone at 972-247-4442.

Please see, above, Section IV. “**Exceptions to Maintaining the Privacy of Personally Identifiable Information**” for the limited circumstances under which ITLS may share Personal Information.

F. Access to Correct/Amend/Delete Personal Information: Upon request from an authorized user of an ITLS-controlled website program that has provided his/her Personal Information, ITLS will grant the authorized user access to his/her Personal Information to permit the user to correct, amend or delete inaccurate information, except where the burden or expense of providing access would be disproportionate to the risks to the privacy of the user in connection with his/her request to access, or where the rights of persons other than the user seeking access to his/her Personal Information would be violated. All requests for access should be submitted in writing to ITLS or emailed to privacy@itrauma.org. ITLS’s Privacy Officer will make an effort to reply to you within 10 business days from receiving a legitimate request for access from you. Please see paragraph J, “Enforcement” of this Section V. “**Safe Harbor Compliance**” for further details concerning ways to contact ITLS’s Privacy Officer with specific inquiries or concerns about this **Privacy Statement**.

G. Opt-Out Policy: By registering for, attending or otherwise participating in any course held or offered by ITLS, or one of its approved Chapters or Training Centres, the individual/user grants his/her permission for ITLS to collect and store the required Personal Information and transfer said information to its accrediting body, CECBEMS. If the individual does not wish to have his/her Personal Information collected, stored, and transferred to CECBEMS as described above, the individual may opt not to register for, attend or otherwise participate in an ITLS course or program.

To remove your Personal Contact Information from ITLS’s internal communications lists (email or mail) only, please contact ITLS via email at info@itrauma.org with a request for removal. Your request should indicate whether you wish to receive only email, only postal mail, or you wish to receive no communication at all from ITLS from that point forward. Within two to three business days of receiving your request, ITLS will do its best to remove your Personal Contact Information from our communications list databases (see also the paragraph above entitled “*Use of This Information*”).

H. Data Integrity: ITLS will only process Personal Information in a way that is compatible with and relevant for the purpose for which it was collected, as described throughout this Section. To the extent necessary for those purposes, ITLS will take reasonable steps to ensure that Personal Information is accurate, complete, current and reliable for its intended use.

I. Data Security: ITLS will take reasonable steps to protect Personal Information collected from authorized users of an ITLS-controlled website from loss, misuse and unauthorized access, disclosure, alteration and destruction. ITLS has put in place appropriate electronic and managerial procedures to safeguard and secure the Information from loss, misuse, and unauthorized access, disclosure, alteration and destruction.

Areas of our ITLS-controlled websites that have been enabled to collect and/or store Personal Information use industry-standard secure socket layer encryption (SSL); however, to take advantage of this your browser must support encryption protection (found in Internet Explorer release 3.0 and above).

J. ***Enforcement:*** ITLS uses a self-assessment approach to assure compliance with this **Privacy Statement** and periodically verifies – by regular internal audit or review – that our **Privacy Statement** remains comprehensive and updated (as far as the types of Personal Information collected), prominently displayed on ITLS-controlled websites, implemented according to proscribed procedures, and in conformity with DOC’s Safe Harbor principles and framework. We encourage you to raise specific concerns and issues you have. ITLS is committed to investigating complaints and specific concerns it receives, and will take reasonable steps to promptly address inquiries as well as resolve complaints and disputes regarding ITLS’s collection and use of Personal Information.

If you have a question, general inquiry, or specific complaint regarding ITLS’s administration of our **Privacy Statement**, please, first, contact our ITLS Privacy Officer at:

International Trauma Life Support
3000 Woodcreek Drive, Suite 200
Downers Grove, IL 60515
Phone: 630-495-6442 or 888-495-4857
Web: www.itrauma.org
Email: privacy@itrauma.org

ITLS’s Privacy Officer will make an effort to reply to you within 10 business days from receiving a legitimate inquiry or complaint from you. If you do not receive acknowledgement from ITLS’s Privacy Officer within 10 business days, or if after working in good faith with ITLS’s Privacy Officer to address and resolve a concern or complaint you have raised, and you remain concerned that the concern or complaint has not been satisfactorily resolved, you may outline your unresolved concern or complaint and forward it to BBB EU Safe Harbor, an independent dispute resolution entity, at:

Council of Better Business Bureaus, Inc.
BBB EU Safe Harbor
4200 Wilson Boulevard, Suite 800
Arlington, VA 22203
Phone: 703-276-0100
Web: www.us.bbb.org
Email: eusafeharbor@council.bbb.org

NOTICE FOR CANADIAN USERS: Under Canada’s Personal Information Protection and Electronic Documents Act (PIPEDA), Canada maintains an Office of the Privacy Commissioner of Canada, at 112 Kent Street, Ottawa, ON K1A 1H3, which hosts a website www.priv.gc.ca. If you reside in CANADA, and after having followed all steps above, you remain concerned that an issue you have raised has not been satisfactorily resolved, The Office of the Privacy Commissioner of Canada may be contacted to act in a role of an ombudsman to help find solutions to privacy problems through negotiation, mediation and conciliation if appropriate.

VI. No Medical Advice

ITLS **DOES NOT COLLECT** health or health-related information about users of ITLS-controlled websites. All health and health-related information contained on this website is intended to be general in nature and is not intended to constitute medical advice nor is any information intended to include any medical recommendation. It is provided for general informational purposes only and should not be used as a substitute for a visit to a health care professional. The information you obtain from this site might be inappropriate for your own situation or might be misinterpreted. You should never

change or stop any course of treatment prescribed by your physician without first consulting him or her. **ITLS ASSUMES NO RESPONSIBILITY FOR HOW YOU USE OR APPLY INFORMATION OR CONTENT OBTAINED FROM AN ITLS-CONTROLLED WEBSITE.**

VII. No-Use Policy for Children Under the Age of 13

Our site is not directed to children under the age of 13. Parents and guardians of children are required and expected to supervise their children's access to the Internet. In the event we discover that a child under the age of 13 has provided Personally Identifiable Information to us, in accordance with the Children's Online Privacy Protection Act of 1998, we will delete the child's Personally Identifiable Information from our files to the extent possible.

VIII. Types of Information We May Collect – General

A. ITLS is a not-for-profit organization incorporated in Alabama as Basic Trauma Life Support, Ltd., doing business as ITLS in Illinois. ITLS is exempt from federal taxation under section 501(c)(3) of the IRS code. ITLS is an organization with a worldwide presence dedicated to the prevention of serious injury and death from trauma through education and emergency trauma care; ITLS training programs are aimed at prehospital (or, out-of-hospital) providers. ITLS's primary purpose for collecting, using, and archiving Personally Identifiable Information in connection with access and use of an ITLS-controlled website is to further the above-stated purposes of ITLS.

B. Types of information. Information you may provide/we may collect when you visit our site falls into two broad categories: Personally Identifiable Information (as defined elsewhere) and Aggregate Information. "Aggregate Information" is information that does not identify you, and may include, for example, statistical information concerning pages of an ITLS-controlled website that users most frequent, please see below paragraph D. "Aggregate Information."

C. Personally Identifiable Information Please see Section V. **Safe Harbor Compliance** for a complete explanation of how your Personally Identifiable Information is used and stored.

D. Aggregate Information. We may collect Aggregate Information about your use of our site through cookies and similar computer/Internet technologies. "Cookies" are small pieces of information that a website transfers to your hard drive, where it is stored by your browser on your computer's hard drive for record-keeping purposes (such as storing user preferences). If we use cookies or other similar computer/Internet technologies, we use the Aggregate Information collected for system administration, to measure the number of visitors to our site, to improve site performance, to help us make our site more useful, to gather broad Aggregate Information, etc. If we use cookies or other similar computer/Internet technologies, they do not collect or retain Personally Identifiable Information, nor do we link Aggregate Information to Personally Identifiable Information. Additionally, we do not authorize any third parties to use cookies we may create at our site for their own purposes. Please be advised, however, that sites you link to from our site may use cookies or other similar computer/Internet technologies in other ways and for other purposes. You should read and understand the privacy policy of the site(s) you link to in order to determine whether and how a particular site uses such technologies. Please note that most browsers are initially set up to accept cookies. Keeping in mind technology limitations, you should have a means of resetting your browser to refuse all cookies or indicate when a cookie is being sent. Consult the "help" section of your Web browser software. Be advised, however, that disabling cookies may prevent you from viewing or using certain Web pages.

IX. Security

A. Security. We have in place standard security control systems designed to help prevent loss or theft and unauthorized disclosure of your Personally Identifiable Information. Please see paragraph I, “Data Security” of Section V. “**Safe Harbor Compliance**” for further explanation.

B. Caution: Accessing a website via public wireless network. When using a wireless network or transmitting from an access point within a computerized device—especially when using a public access point for which security is minimal or nonexistent—there is a risk of interception as well as mis-transmission of Personally Identifiable Information. This is true to a certain extent even in the case of employing encryption protocols. Common sense caution must be exercised by every user of the internet when entering information via public access point: No entity can make assurances as to the security of wireless transmissions via unsecured, publicly accessible or unencrypted access points.

C. Email. If you communicate with us via email, we will share your correspondence with employees, volunteers, representatives, or agents of ITLS most capable of addressing your correspondence. We will retain your communication until we believe we have provided you with a complete and satisfactory response and may subsequently retain your communication for our records. PLEASE BE ADVISED: email does not provide a means for completely secure, private communication, as email is transmitted through sites controlled by third parties not under ITLS control. Although reasonable efforts will be made to keep your information confidential, there is still a risk, and it is impossible for any entity to warrant or guarantee the security of any transmission.

D. Password-protected areas. ITLS does not warrant or represent that the information you submit to password-protected areas of our website will be protected against loss, misuse, or alteration by third parties. You are solely responsible for taking all steps to ensure that no other person has access to password-protected areas of our site accessed through your password or account. It is your sole responsibility to (1) control the dissemination and use of your password; (2) authorize, monitor, and control access to and use of your password and password-protected areas of our site accessed through your password or account; and (3) promptly inform ITLS of any need to deactivate a password. You permit ITLS and all other persons or entities involved in the operation of our site to transmit, monitor, retrieve, store, and use your Personally Identifiable Information in connection with the operation of password-protected areas of our site.

XII. Electronic Transactions

You acknowledge and agree that any transactions conducted on this website through utilization of electronic transactions and/or verified by the use of electronic signatures are binding pursuant to applicable law. You understand that your electronic consent bears the same legal authority as your written signature and is binding pursuant to applicable law. You may obtain a paper copy of any electronic transaction by printing the Internet screen(s) on which such information is present. ITLS may use a third party for processing of payments for goods/services you purchase on our site. If we do so, the name of the third-party payment processor will appear on the Web page on which you are purchasing goods/services. You acknowledge and agree that ITLS has no control over and does not employ or manage any such third-party payment processor, and that said third party’s collection, use, and disclosure of your Personally Identifiable Information will be governed not by our Privacy Policy but by the third-party payment processor’s privacy policy. You acknowledge and agree that ITLS has no control over any such third party’s privacy policy and you should review said privacy policy before determining whether you wish to purchase goods/services on our site.

XIII. ITLS Discussion Forums

A. Discussion forums are public communications. As stated above, discussion forums and chat tools constitute public, and not private, communications; as such, any Content (including attachments) you post to an ITLS-hosted discussion forum will be read by others, with or without your knowledge. Use caution when posting Content to any discussion forum or chat tool.

B. You are solely responsible for Content you post to an ITLS-hosted discussion forum. ITLS, its affiliate entities, including members of ITLS board of directors, officers, employees, or agents are NOT responsible for Content you post to any discussion forum or chat tool. ITLS shall have no liability related to Content you post, whether arising under the laws of copyright, trademark, libel, slander, defamation, privacy, obscenity, or otherwise. This **Privacy Statement** governs use of ITLS-hosted discussion forum, along with applicable laws. While ITLS may screen Content of ITLS-hosted discussion forums in advance, ITLS is not required to screen Content before it gets posted to an ITLS-hosted discussion forum, nor is ITLS required to determine in advance the accuracy or conformance to this **Privacy Statement** of any such Content. ITLS is not responsible for screening, policing, editing, reviewing, or monitoring Content.

C. ITLS retains the right, but has no obligation or duty, to monitor and to remove Content. ITLS retains the right, but has no obligation or duty, to monitor Content posted by users of an ITLS-hosted discussion forum. ITLS retains the right to prohibit the posting of Content, use of the discussion forum, or to edit, refuse to post, or to remove any Content, in whole or in part, that ITLS deems in its sole discretion to (1) violate the provisions of this **Privacy Statement**; (2) violate applicable law, regulation, or government agency procedures; (3) be harmful to ITLS, the rights of any user, or the rights of other third parties; or (4) be abusive, defamatory, obscene, or otherwise objectionable or inappropriate. If notified of Content that is alleged not to conform to this **Privacy Statement** and/or applicable law, ITLS may investigate the allegation and determine – in ITLS’s sole discretion – whether to remove or request the user to remove nonconforming Content.

D. Grant of rights in Content to ITLS. By posting Content to an ITLS-hosted discussion forum, you agree to grant ITLS permission to use, modify, copy, distribute, transmit, publicly display, publicly perform, reproduce, publish, create derivative works from, transfer, license, sublicense, or sell any such Content.

XIV. Links to Other Websites

Our site may contain links to other sites (“Third Party Sites”). ITLS does not endorse or verify the accuracy or usefulness of content or material posted to any Third Party Site. ITLS merely provides links to certain Third Party Sites for the convenience. Once you access a Third Party Site, you are subject to the privacy policy and terms and conditions of use of the Third Party Site. We have no control and take no responsibility for any action or policy associated with any Third Party Site.

XV. Ownership of Site Contents; Downloading

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, and other materials that are part of our site (collectively, “Materials”) are copyrighted works, trademarks, trade dress, or other intellectual properties owned, controlled, or licensed by ITLS, or used under principles of “fair use.” The Materials of our site and the site as a whole are intended solely for your personal use. You may download or copy the Materials for such personal use, provided that you do not remove any copyright or other proprietary notices contained on the Materials. By allowing you to

download these Materials for personal use, we expressly do not transfer to you any right, title, or interest in the Materials.

XVI. User Comments

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted, or offered to ITLS through our site or otherwise disclosed, submitted, or offered in connection with your use of our site (collectively “User Comments”) shall be and remain the property of ITLS. You agree that ITLS shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions, or techniques contained in any User Comments you send to us for any purpose whatsoever. ITLS has no obligation to respond to any User Comments, and we reserve the right, but undertake no duty, to review, edit, move, or delete any User Comments posted by users on our site, in our sole discretion and without notice.

XVII. Prohibited activities of users of ITLS-controlled websites and discussion forums

Examples of prohibited activities. By way of example, and not as a limitation, in connection with use of an ITLS-controlled website you agree YOU WILL NOT:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files containing software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer.
- Advertise or offer to sell any goods or services for any commercial purpose.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of the discussion forum that you know, or reasonably should know, cannot be legally distributed in such a manner.
- Falsify or delete any author attributions, legal or other notices or proprietary designations or labels of the origin or source of software or other material.
- Post or transmit any advertising “spam” or undertake any activity that imposes an unreasonable or disproportionate burden on our site.
- Restrict or inhibit any other user from using and enjoying an ITLS-controlled website.

ITLS DISCLAIMS ALL LIABILITY ARISING FROM, CONNECTED TO, OR ASSOCIATED WITH THE CONTENT OF ANY USER POSTINGS. ITLS, at its sole discretion, may deny, revoke, or otherwise restrict the access privileges of any user who at any time fails to comply with this **Privacy Statement**.

XVIII. Complaints Regarding Perceived Infringement

ITLS respects intellectual property rights, and will deny access to our site to anyone who, in our discretion, repeatedly infringes the intellectual property rights of others. In addition, we will use reasonable efforts, in light of our resources, to accommodate generally accepted technical measures used by copyright owners to identify and protect their copyrighted works. If you believe materials posted on our site infringe rights you enjoy under copyright law in specific materials (collectively a “Work”), we request that you direct your concerns to our “Designated Agent” provided below, pursuant to the Digital Millennium Copyright Act (17 U.S.C. §512) (hereafter the “DMCA”). Your notice to our Designated Agent should follow the notice provisions set out in the DMCA. Additional

information about the DMCA can be obtained from the website of the Copyright Office located at <http://www.loc.gov>. Upon receiving your notice, we agree to respond to it and, if appropriate, remove or disable access to material you believe infringes your Work.

Designated Agent:

Virginia Kennedy Palys, JD, Executive Director
International Trauma Life Support
3000 Woodcreek Drive, Suite 200
Downers Grove, IL 60515
Phone: 630-495-6442
Email: ginnykp@itrauma.org

XIX. Disclaimer and Limitation of Liability

A. *Disclaimer.* While we use reasonable efforts to include accurate and up-to-date information on our site, we make no warranties or representations as to its accuracy. ITLS assumes no liability or responsibility for any errors or omissions in the content on our site. **ALL CONTENT PRESENTED AT AN ITLS-CONTROLLED WEBSITE IS PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Please note: some jurisdictions may not allow the exclusion of implied warranties. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

B. *Limitation of Liability.* **NEITHER ITLS NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, HOSTING, OR DEVELOPING OUR SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF OUR SITE.**

XX. Indemnification

You agree to defend, indemnify and hold ITLS harmless from and against any and all claims, damages, costs, and expenses, including attorney’s fees, arising from or in any way related to your failure to comply with this **Privacy Statement** or your use of our site.

XXI. Choice of Law and Jurisdiction in Illinois

Unless otherwise specified, our site and the Contents thereof are displayed solely for the purpose of promoting the mission of ITLS. This **Privacy Statement** shall be construed in accordance with the laws of the State of Illinois, without regard to any conflict of law provisions. Any dispute arising under this **Privacy Statement** shall be resolved exclusively by courts sitting in Illinois.

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Effective Date: 2004

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