

# North Central EMS Corporation (DBA Savvik Buying Group) Terms and Conditions of Service Policy

**Last updated: June 22, 2022**

Welcome to the Savvik Buying Group website. These terms and conditions outline the rules and regulations for the use of Savvik's website and online store portal.

By accessing this site, we assume you'll follow these terms. Do not continue to use the Savvik site if you do not accept all of the terms and conditions stated on this page.

## **OVERVIEW**

This website is operated by North Central EMS Corporation DBA (and hereafter) Savvik Buying Group. Throughout the site, the terms "we", "us" and "our" refer to Savvik Buying Group or "Savvik."

Savvik Buying Group offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully. By accessing or using any part of the site, you agree to be bound by our Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website but without other notice. It is your responsibility to check for changes or updates to our terms and policies. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

## **SECTION 1 - ONLINE STORE TERMS**

By agreeing to these Terms of Service, you represent that you are eligible for Savvik membership and are not using Savvik's website for nefarious purchases including, but not limited to identity theft, fraud, swindling, et al, or any sort of illegal or criminal activities including but not limited to corporate espionage, scams, cybercrime/hacking, phishing, et al. Penetrative testing is not an excuse. By registering for the Savvik website, you affirm that you are employed in, volunteer in, or contribute in any capacity to public service including but not limited to Fire, EMS, Law Enforcement, Education, Government Work et al, are at least 18 years old, or at least 16 years old and have express permission from a parent, guardian, or custodial caregiver to use Savvik's website or services. Savvik's website and services are not intended for use by those under the age of 16.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature. If you do, our IT team will be disappointed in your abuse of a skill and will report you to the appropriate authority. Penetrative testing is not an excuse and does not extenuate the user from these Terms and Conditions.

Any breach or violation of any of the Terms will result in an immediate termination of your Services and reporting to authorities where applicable.

## **SECTION 2 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

Credit card information is never stored locally and is always encrypted during transfer over networks by a specialized third-party card processor.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We try to make sure pages are updated accurately, but rarely inaccurate information is posted or maintained. We are not responsible if information made available on this site is not accurate, and we promise our commitment to accuracy by assisting in rectifying those inaccuracies, at no liability to us. You also agree that it is your responsibility to monitor changes to our site. If you have any questions about any of our information on the site, we urge you to contact the office.

Savvik Buying Group provides information and products that are in the medical space. This information is provided for educational and informational purposes only. No material on this site is intended to be a substitute for medical advice nor is it intended to be a substitute for advice, diagnosis, or treatment from a licensed medical professional. While many of us at Savvik have a medical background, we are not *your* practitioner. Any medical information given is done with the intention of being accurate and correct however, this information is not intended to be a replacement for medical advice, and you should not rely solely on this information.

All intellectual property rights are reserved. You may view and/or print pages from [savvik.com/presskit](http://savvik.com/presskit) for your own personal use subject to restrictions set in these terms and conditions

### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof or within) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### **SECTION 5 - PRODUCTS OR SERVICES**

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to vendor availability.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display or any display of any color will be accurate to the final product.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis after collaboration with our vendor partners. We reserve the right to limit the quantities of any products or services that we offer for any reason. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of Savvik or the vendor. We reserve the right to discontinue any product in our store at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained. We can always assist you in contacting their vendor or manufacturer for recourse.

## **SECTION 6 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors, or appear to be fraudulent.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information either in the store or with our office, including your email address, billing or shipping information, and organization information so that we can complete your transactions and contact you as needed.

## **SECTION 7 – THIRD PARTY PRODUCTS AND TOOLS**

We provide you with access to third-party products from our vendors, over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of third-party products.

Any use by you of vendor products purchased through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which products are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 8 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us directly. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 9 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; or (2) to pay compensation for any comments

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. Our IT team is very sensitive and will be disappointed in you while they report you to applicable authorities. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make, and their accuracy and any

misrepresentations of identity may be reported to the appropriate authorities by our disappointed IT team. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 10 - PERSONAL INFORMATION**

Your submission of personal information through the site and on the store is governed by our Privacy Policy.

## **SECTION 11 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We strive for accuracy, and still reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order) without assuming liability.

No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 12 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content:

(a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, culture, or disability; (f) to submit false or misleading information;

(g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to

spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or on the internet. We reserve the right to terminate your use of the Service or any related website as well as report you to appropriate authorities for violating any of the prohibited uses and our IT team will be very, very disappointed in you.

## **SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, or error-free.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Savvik Buying Group, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 14 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Savvik Buying Group and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 15 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 16 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination as well as after if such a situation arises; and/or accordingly may deny you access to our Services (or any part thereof) at any time.

## **SECTION 17 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 18 - GOVERNING LAW**



These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of:

56 33rd Ave S, PMB 344  
St. Cloud, MN 56301

## **SECTION 19 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## **SECTION 20 - CONTACT INFORMATION**

Questions about the Terms of Service should be sent to us at [help@savvik.org](mailto:help@savvik.org).