



Privacy Policy & Terms of Use		Related: Policies
Date Effective:	Revision Schedule:	Category:
07/12/2023 by EMC	2 Years	Administration

Brief Description:

This policy was created to give a minimum standard as it relates to privacy and terms of use.

Supersedes:

N/A

Introduction/Background:

To satisfy requirements for privacy and terms of use guidelines.

Rationale:

To comply with future State and Federal Grant terms and conditions.

Definitions:

N/A

Procedure/Guideline:

This Privacy Policy (the “Policy”) is a LEGAL AGREEMENT between you and Winneshiek County Emergency Management (as defined below) and explains the privacy practices of Winneshiek County Emergency Management and covers several different situations, so please refer to the following definitions for clarification:

- **“Application”** refers to any application for iOS and Android developed or purchased by Winneshiek County Emergency Management for Clients. Application also includes any Application updates and upgrades that Winneshiek County Emergency Management or any of their Clients may provide to you or make available to you, or that you obtain after the date you obtain your initial copy of the Application, to the extent that separate terms of use do not accompany such items.
- **“Client”** refers to clients of Winneshiek County Emergency Management who have tasked Winneshiek County Emergency Management with developing or purchasing a mobile application.
- **“Device”** refers to the handheld or tablet device onto which you downloaded the Application and are using the Services.
- **“Representatives”** refers to all Winneshiek County Emergency Management shareholders, officers, directors, employees, agents, partners, principals, representatives, successors, and assigns.
- **“Services”** are the software services that QuickSeries has developed to allow you to access eGuides, as more fully defined in the Terms of Use. The Services are generally available through the Application. For greater certainty, the Services include the eGuides as well as the various modules that may be integrated in the Application adding functionality thereto.

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Additional definitions may be made throughout this Policy, but they will be recognizable as they will be capitalized, bolded, and in quotation marks. Additional definitions may also be found in the Terms of Use and will have the same meaning in this Policy as they do there. The definitions found in this Policy shall also apply to the Terms of Use.

By downloading, using, or accessing the Application on your Device, you agree to be bound by the terms of the Policy. If you do not agree to all the provisions contained in the Policy, you are not authorized to use the Services. If you have downloaded the Application and do not agree to all the provisions of the Policy, you must delete the Application from your Device.

Winneshiek County Emergency Management reserves the right, at any time and without prior notice, to modify or replace any of the Policy. Any changes to the Policy can be found at this URL. It is your responsibility to check the Policy periodically for changes. Your use of the Services following the posting of any changes to the Policy constitutes acceptance of those changes. If there are any significant changes to the Policy that, in our sole opinion, materially affect the way we treat your information, you will be notified upon opening the Application.

The Policy is governed by and should be read in conjunction with the Terms of Use, as both these documents govern your use of the Application and Services.

If you have any questions about the Policy or if you wish to inquire about and / or access any Personal Information Winneshiek County Emergency Management holds about you, please contact:

Winneshiek County Emergency Management
ema@co.winneshiek.ia.us

General Statement of Privacy and Protection of Personal Information

Winneshiek County Emergency Management takes your privacy and security of Personal Information (as defined below) very seriously. We have provided a secure environment and this strict Policy that describes the limited ways the information is used and the limited access to such information.

What Does This Privacy Policy Cover?

This Policy covers the treatment of personally identifiable information (“Personal Information”) and other information gathered by Winneshiek County Emergency Management when you are using the Services. This Policy also covers Winneshiek County Emergency Management’s treatment of any Personal Information that Winneshiek County Emergency Management may share with its business partners or other third parties under very limited circumstances.

This Policy does not apply to the general practices and treatment of information (whether personal or not) by third parties that Winneshiek County Emergency Management does not own or control, including but not limited to any third party websites or services (“Third Party Website” or “Third Party Service”) that you elect to access through the Services or via a link from the Services, or to individuals that Winneshiek County Emergency Management does not manage or employ. While we attempt to facilitate access or link only to those Third-Party Websites or Services that share our respect for your privacy, we cannot take responsibility for the content or privacy policies of those Third-Party Websites or Services. We encourage you to carefully review the privacy policies of any Third-Party Website or Service you access including [Google’s Privacy Policy](#). We have named and provided links to the most important of these Third-Party Websites and Third-Party Services further in this Policy.

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Finally, this Policy does not cover any Personal Information you send to Winneshiek County Emergency Management via any non-secured mode of communications such as email, instant messenger, or Twitter, as communications via these methods may be subject to interception, loss, or alteration. While we welcome your comments and suggestions sent to us in this manner, we encourage you to carefully examine what Personal Information you send to Winneshiek County Emergency Management via these methods.

No Collection of Personal Information as a Matter of Course

Winneshiek County Emergency Management does not, as a matter of course, gather any of your Personal Information while you are using the Services, unless you are asked to provide such information. Personal Information is only gathered with your informed consent. Where you have provided Personal Information, it will only be used for the stated purpose, as detailed more specifically in the next section.

Personal Information Collected and Its Uses, and Exceptions

The following is an exhaustive list of Personal Information collected from you when you use Services and what we use it for. You acknowledge that you are submitting this Personal Information with your informed consent.

- Mobile User Registration: End users are invited to use the Services and are required to login. With this invitation, end-user access privileges and permissions are set and determined by the Client. The Client must enter the full name and email address of every user that is invited to use the app. In such cases, end users will be asked to set their app password. Log-in information and setting permissions are used to grant you access to the application and to set your permissions. Additional information may be requested of the end users at the Client's discretion. Winneshiek County Emergency Management does not have any input or control over information that may be requested by the Client nor do we have access to this information and will not use it in any way.
- Location Information: When a user opts into background location tracking by the app, only the last known location is saved (replaces the previous location). Static locations may also be configured by subscribing to one or many U.S. ZIP code regions. This may also be an alternative to background location tracking for those less comfortable with constantly sharing their location.
- Mobile device access: The Application may request access or permission to certain features on the user's device including: calendar, camera, contacts, sensor and, SMS messages. End users can change the access and permissions in their device settings.

Children Under the Age of 13

The Application and the Services are not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us using the information further up in this Policy.

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Your Iowa Privacy Rights

Iowa Code Section 715D.4 [Effective 1/1/2025] Data controller duties 1. A controller shall adopt and implement reasonable administrative, technical, and physical data security practices to protect the confidentiality, integrity, and accessibility of personal data.

Security and Encryption of Information

Winneshiek County Emergency Management uses commercially reasonable measures in keeping any data collected (including Personal Information) secure. In addition, Winneshiek County Emergency Management uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services, and these third parties have been selected for their high standards of security, both electronic and physical. For example, QuickSeries uses Amazon Web Services Inc., a recognized leader in secure data, for hosting of the Services, and storage of information. You acknowledge that our third-party vendors and hosting partners may be located in jurisdictions or countries where the privacy laws may not be as protective as those in your home province, state, country or other governmental jurisdiction.

Limited Gathering of Information for Statistical, Analytical and Security Purposes

Winneshiek County Emergency Management automatically collects certain information about usage of the Application to help us understand how our users use the Application, but none of this information identifies you personally. Furthermore, we collect information about usage of the Application from within the Application, but none of this information identifies you personally. For example, each time you visit the Application, we automatically collect your access times, your bandwidth usage and the modules contained in the Application you use the most. We use information collected in this manner only (i) to better understand your needs and the needs of the Application and Services users in the aggregate; (ii) for statistical purposes to keep track of the usage of the Services with a view to introducing improvements; and (iii) to trace any fraudulent or criminal activity, or any activity in violation of the Terms of Use.

Non-disclosure of Personal Information to Third Parties

Except as provided in the next paragraphs, Winneshiek County Emergency Management does not divulge any Personal Information gathered via the Application or Services to third parties. Moreover, except as provided in the next paragraphs Winneshiek County Emergency Management does not sell, rent, trade or license any Personal Information regarding its users to third parties. Only the Clients, Representatives, and subcontractors of Winneshiek County Emergency Management are responsible for the management and development of the Application and Services, and only these persons have access to the information collected there. These Clients, Representatives, and subcontractors all have been instructed to comply with the Policy.

Notwithstanding anything in the Policy to the contrary, we may share any information we have collected about you or that you have submitted (whether Personal Information or not): (1) in response to subpoenas, court orders, or legal process, or to establish, protect, or exercise our legal rights or defend against legal claims or demands; (2) if we believe it is necessary, in our sole discretion, in order to investigate, prevent, or take action regarding actual or suspected illegal activities, fraud, or situations involving potential threats to the safety of any person, or any violation of the Terms of Use; (3) if we believe it is necessary, in our sole discretion, to investigate, prevent, or take action regarding situations that involve actual or suspected abuse of the Services infrastructure or the Internet in general (such as voluminous

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spamming, denial of service attacks, or attempts to compromise the security of the Services infrastructure or the Services generally); (4) to a parent company, subsidiaries, joint ventures, or other companies under common control with Winneshiek County Emergency Management (in which case we will require such entities to honor this Policy); (5) if Winneshiek County Emergency Management merges with another entity, is subject to a corporate reorganization, sells or transfers all or part of its business, assets or shares (in which case we will require such entity to assume our obligations under this Policy, or inform you that you are covered by a new privacy policy).

General Information Transfer from the Services

Any information (personal or not) the Services collected while you use them may be stored locally on your Device and then transferred to servers controlled by Winneshiek County Emergency Management, and Winneshiek County Emergency Management may obtain this information as a result of the data being sent to our servers from the Services. The information, however, is only used (or not used) by Winneshiek County Emergency Management as described elsewhere in this Policy.

Permissions

The following is a complete listing and description of what native functions on your Device that were developed by third parties are accessed and / or modified by the Application.

- Geolocation: for safety check, sorting maps, and notifications (if opted in);
- Push notifications: which you can choose to receive or not, but only with your express permission;
- Calendar: for saving events, but only with your express permission;
- Camera: for taking or attaching photos and videos for reporting, and saving photos and videos in the Make your Plan module, but only with your express permission;
- Photo library: for the purpose of attaching photos and videos for reporting, and saving photos and videos in the Make your Plan module, but only with your express permission; and
- Contact book: when you use the make your plan feature, but only with your express permission.

User Control and Uninstall for the Application

For the Application, you can access and change certain user settings from the settings menu on your Device. You may also uninstall; uninstall methods may vary depending on your Device Android version or iOS version. Winneshiek County Emergency Management has no control over these functions and denies any responsibility of your use thereof, and any data or Personal Information sent to third parties as a result of said activities.

Access to and Deletion of Personal Information

If you wish to inquire about and access what Personal Information Winneshiek County Emergency Management holds about you, or if you wish to delete any Personal Information held about you from our databases, please contact us using the information further up in this Policy.

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Risks Associated with the Internet and Wireless Data Transmission

Despite Winneshiek County Emergency Management's best efforts to ensure that third parties will not access or obtain your Personal Information through your use of the Services, complete confidentiality and security cannot currently be guaranteed on the Internet and / or where data is transferred via wireless digital technology of any type. Communication via the Internet or wireless digital technology is subject to interception, loss, or alteration.

You acknowledge and agree that Winneshiek County Emergency Management, its Clients, and its Representatives cannot be held responsible for damages resulting from the transmission of confidential information or Personal Information over the Internet or wireless digital technology and that such communications are at your own risk.

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TERMS OF USE

1. Introduction, Definitions and Acceptance

Welcome to the QuickSeries application. We hope you enjoy your use of our Services. These Terms of Use (the “TOU”) are a LEGAL AGREEMENT between you and QuickSeries setting forth, among other things, the terms and conditions of (i) your use of the Application (including any Application updates and upgrades that QuickSeries or Clients may provide to you or make available to you, or that you obtain after the date you obtain your initial copy of the Application, to the extent that such items are not accompanied by separate terms of use) and (ii) your use of the Services. Please refer to the following definitions for clarification:

- “**Application**” refers to any application for iOS and Android developed by QuickSeries for Clients. Application also includes any Application updates and upgrades that QuickSeries or any of their Clients may provide to you or make available to you, or that you obtain after the date you obtain your initial copy of the Application, to the extent that separate terms of use do not accompany such items.
- “**Client**” refers to clients of QuickSeries who have tasked QuickSeries with developing a mobile application.
- “**Device**” refers to the handheld or tablet device onto which you downloaded the Application and are using the Services.
- “**eGuides**” refers to the packaged content drawn from a variety of sources, including content we have created and own the rights to and content for which we have obtained licenses for use in the Services and eGuides.
- “**QuickSeries**” refers to QuickSeries Publishing Inc., a duly incorporated company in the State of Florida, its affiliates, and subsidiaries. Any reference to “**we**”, “**our**”, or “**us**” in this Policy refers to QuickSeries. In these TOU, a Services user may be referred to as “**you**” or “**your**.”
- “**Representatives**” refers to all QuickSeries’ shareholders, officers, directors, employees, agents, partners, principals, representatives, successors, and assigns.
- “**Services**” are the software services that QuickSeries has developed to allow you to access eGuides, as more fully defined herein. The Services are generally available through the Application. For greater certainty, the Services include the eGuides as well as the various modules that may be integrated in the Application adding functionality thereto.

Additional definitions may be made throughout these TOU, but they will be recognizable as they will be capitalized, bolded, and in quotation marks. Additional definitions may also be found in the Privacy Policy, which is made a part hereof and incorporated herein by this reference and will have the same meaning in these TOU as they do there. The definitions found in these TOU shall also apply to the Privacy Policy.

By downloading, using, or accessing the Application on your Device, you hereby accept and agree to be bound by these TOU, including the Privacy Policy, without any reservations, modifications, additions, or deletions. If you do not agree to all the provisions contained in these TOU, including the Privacy Policy, you are not authorized to use the Application, Services or eGuides. If you have downloaded the Application and do not agree to all the provisions of these TOU, including the Privacy Policy, you must delete the Application from your Device. These TOU are a legal and binding agreement between you and us.

These TOU may also be referred to as, and are equivalent to, an “**End User License Agreement**” or “**EULA**”.

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QuickSeries reserves the right, at any time and without prior notice, to modify or replace any of these TOU. Any changes to these [TOU can be found at this URL](#) . It is your responsibility to check these TOU periodically for changes. Your use of the Application or eGuides following the posting of any changes to these TOU constitutes acceptance of those changes. If there are any significant changes to these TOU that, in our sole opinion, materially affect your relationship with us, you will be notified upon opening the Application.

These TOU should be read in conjunction with the Privacy Policy, as both these documents govern your use of the Application.

If you have any questions about these TOU, please contact:

QuickSeries Legal Services

terms@QuickSeries.com

or:

QuickSeries Legal Services

5100 NW 33rd Avenue, Suite 247

Ft. Lauderdale, FL, 33309

2. General Code of Conduct for Use of the Services

By using the Services and eGuides, you agree to:

1. Not use the Services or eGuides in any manner that in any way violates these TOU;
2. Not use the Services or eGuides in any manner that violates any intellectual property rights of QuickSeries, a Client or any third party;
3. Not use the Services in any manner to propagate spam, including but not limited to unsolicited advertising or bulk electronic mail or messages, including to link to a spam or phishing website;
4. Not use Services in any manner to propagate software viruses, Trojan horses, worms, or any other malicious or non-malicious computer code, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment in any form whether belonging to QuickSeries, Clients or a third party, or to damage or obtain unauthorized access to any system, data, or other information (whether Personal Information or not) of QuickSeries, Clients, other Services users, or any other third party;
5. Not: (1) take any action that imposes or may impose (as determined by QuickSeries in its sole discretion) an unreasonable or disproportionately large load on QuickSeries' or Clients' (or their third party providers') infrastructures; (2) interfere or attempt to interfere with the proper functioning of the Services or any activities conducted through the Services; (3) bypass any measures QuickSeries may use to prevent or restrict access to the Services or any element thereof; (4) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Application; or (5) harvest or scrape any content from the Application in an unreasonable manner;
6. Use the Services and eGuides in good faith, and in compliance with all applicable local, state, national, and international laws.

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3. Use of the Application

1. You represent that, under the laws that apply to you, (i) you are capable of entering into a contract and (ii) you are of sufficient legal age to use the Application and the Services (or that you have permission from a parent or legal guardian) and to create binding legal obligations for any liability you may incur as a result of the use of the Application, the Services or the eGuides. It is solely your responsibility to determine whether your use of the Application, the Services and the eGuides is lawful, and you must comply with all applicable laws.
2. To use the Application, you may be required, under certain circumstances, to create an account and provide the following accurate and truthful information: first name, last name, email address. All the submitted information may be referred to in these TOU and the Privacy Policy as “**Account Information**”.
3. The Application is licensed, not sold. Subject to the terms of these TOU, QuickSeries grants you the non-exclusive, non-transferable, non-sub-licensable, limited right and license to install and use the Application solely and exclusively for your personal use on the Device, or the use of any other third party with access to the Device that you control and with your permission, and as permitted by the rules set forth in the [App Store Terms and Conditions](#) for the iOS Application or the [Google Play Terms of Service](#) for the Android Application and, in the case of video, the [YouTube Terms of Service](#).
4. You may not use the Application in any manner that could damage, disable, overburden, or impair the Application (or servers or networks connected to the Application), nor may you use the Application in any manner that could interfere with any other party’s use and enjoyment of the Application (or servers or networks connected to the Application).
5. You acknowledge and agree that you are solely responsible for (and that QuickSeries and Clients have no responsibility to you or to any third party for) your use of the Application, any breach of your obligations under these TOU, and for the consequences (including any loss or damage, direct or indirect, which QuickSeries may suffer) of any such breach. Where a third party uses the Application on your Device, you are solely responsible for such third party conforming to these TOU and any breach thereof shall be your responsibility.

4. Privacy Policy and Permissions for the Application

1. Our [Privacy Policy](#) explains how QuickSeries treats your Personal Information (as that term is defined in the Privacy Policy) and protects your privacy when you use the Application. By installing, accessing, or using the Application, Services or eGuides, you explicitly agree to the use of your data in accordance with the Privacy Policy, which may be updated from time to time and without notice.
2. By installing, accessing, or using the Application or using the Services, you consent to those information collection and usage terms.
3. In addition to personal and non-identifiable information, the Privacy Policy also describes how the Application accesses functions of the Device that are not part of the Application and are developed by third parties. These are known as permissions, and you agree that QuickSeries and Clients have the right to access third-party computer code on the Device in this manner and as described in the Privacy Policy.

5. Accessing and Downloading the iOS Application from the Apple iTunes Store and the Android Application from the Google Play Store, and Related Acknowledgements

1. You acknowledge and agree that (i) these TOU are concluded between you and QuickSeries only, and not Apple or Google, and (ii) QuickSeries, not Apple or Google, is solely responsible for the Application and content thereof. Your use of the Application must comply with the [App Store Terms and Conditions](#) for the iOS Application or

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the [Google Play Terms of Service](#) for the Android Application, which you are responsible to review from time to time.

2. You acknowledge that Apple or Google have no obligation whatsoever to furnish any maintenance and support services with respect to the Application.
3. Apple or Google will have no warranty obligation whatsoever with respect to the Application. As between QuickSeries and Apple or Google, any other claims, losses, liabilities, damages, costs, or expenses attributable solely to any failure of the Application to conform to any warranty will be the sole responsibility of QuickSeries, or as further specified and limited hereinafter.
4. You and QuickSeries acknowledge and agree that:
 - As between QuickSeries and Apple or Google, Apple or Google are not responsible for addressing any claims you have or any claims of any third party relating solely to the Application or your possession and use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
 - In the event of any third-party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, QuickSeries, not Apple nor Google, shall be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
 - Apple, and Apple's subsidiaries and Google and Google's subsidiaries, are third party beneficiaries of these TOU as related to your license of the Application, and that, upon your acceptance of these TOU, Apple will have the right (and will be deemed to have accepted the right) to enforce these TOU as related to your license of the Application against you as a third-party beneficiary thereof.
5. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
6. Without limiting any other of these TOU, you must comply with all applicable third-party terms of agreement when using the Application.
7. You acknowledge that updates to the iOS Application are subject to the approval of Apple and QuickSeries, its Representatives and Clients shall not be held responsible for any losses or damages, direct or indirect, pecuniary, or non-pecuniary, resulting from any delay in the approval of updates by Apple.

6. Proprietary Rights

In this section and elsewhere in these TOU, "**Intellectual Property Rights**" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

You acknowledge that: (a) the Application and eGuides, contain proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) QuickSeries, Clients and/or third parties own all right, title, and interest in and to the Application and eGuides and content that may be presented or accessed through the Application, including without limitation all Intellectual Property Rights therein and thereto.

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The Application and eGuides are being licensed to you and you hereby acknowledge that no title or ownership in the Application and eGuides is being transferred or assigned and these TOU should not be construed as a sale of any rights in the Application or eGuides. All rights not specifically granted under these TOU are reserved to QuickSeries, its Clients, and its licensors.

You agree that you will not, and will not allow any third party, to (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, the Application, or content that may be presented or accessed through the Application (including eGuides) for any purpose, unless otherwise permitted by these TOU or the functionality of the Services; (ii) take any action to circumvent or defeat the security deployed or enforced by any functionality contained in the Application; or (iii) remove, obscure, or alter QuickSeries', Clients' or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Application or Services.

The content, arrangement and layout of the Application and eGuides, including but not limited to the trademarks, photos, logos, videos, audio, images, text (in the form of plain text, HTML, or PDFs) and computer code (the "**QuickSeries Content**") are proprietary to QuickSeries, either owned or under license, and may not be copied, imitated, reproduced, displayed, distributed, transmitted, decompiled or otherwise used without the express permission of QuickSeries, or as permitted by the functionality of the Application or Services or these TOU. Any unauthorized use of the QuickSeries Content found in the Application or eGuides or any derivative works thereof may violate civil and/or criminal laws, including but not limited to intellectual property laws, and QuickSeries may take action accordingly.

The above paragraph further applies to third party property used as part of the Application, including but not limited to third party computer code. For the purposes of the present section, "computer code" includes source code, frameworks, CSS or JavaScript files, templates, modules, or any similar files.

If you choose to communicate to QuickSeries suggestions for improvements to the Services (collectively, "**Feedback**"), QuickSeries shall own all right, title, and interest in and to the Feedback and will be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to QuickSeries and waive in favor of QuickSeries, its successors and assigns all your moral rights in the Feedback and agree to provide QuickSeries such assistance as QuickSeries may require to document, perfect, and maintain QuickSeries' rights to the Feedback. You acknowledge and agree that, by providing any Feedback to QuickSeries, you are not entitled to any compensation or reimbursement of any kind from QuickSeries under any circumstances.

Apple, iOS, iTunes and iMessage are registered trademarks of Apple Inc. Android is a registered trademark of Google Inc.

7. Interruption of Service; Updates

From time to time, the Services may be unavailable for brief periods of time for maintenance and / or modifications to the Services. While we will endeavor to make this unavailability as brief as possible, QuickSeries, its Representatives and Clients shall not be held liable for any losses or damages, direct or indirect, pecuniary, or non-pecuniary, resulting from the interruption of the normal functioning of the Services, and disclaims any responsibility thereto.

QuickSeries may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that QuickSeries has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings when your Device is connected to the internet either:

1. The Application will automatically download and install all available Updates; or

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2. You may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

8. Termination of the Services and these TOU

You agree that QuickSeries, in its sole discretion, with or without cause, has the right (but not the obligation) to block your IP address or otherwise terminate your access to or use of the Application or Services (or any part thereof), immediately and without notice, for any reason, including, without limitation, if QuickSeries believes that you have acted inconsistently with the letter or spirit of these TOU or the Privacy Policy.

QuickSeries may also, in its sole discretion and at any time, discontinue providing the Services, or any part thereof, with or without notice. You agree that QuickSeries, its Representatives and Clients shall not be liable to you or any third party for any losses or damages, direct or indirect, pecuniary, or non-pecuniary, resulting from termination of your access to the Services, or from QuickSeries' termination of the Services, or any part thereof.

Termination of the Services or your access to the Services or Application shall terminate the present TOU as between you and QuickSeries, including without limitation, all rights granted to you under this Agreement. All provisions of these TOU which by their nature should survive termination of these TOU shall survive termination, including without limitation, intellectual property provisions, disclaimers, indemnity, and limitations of liability.

9. External Links

From time-to-time QuickSeries may provide links to other websites or services. Links from the Application may take you to websites or services not covered by these TOU. When you access third party resources on the Internet in this manner, you do so at your own risk. QuickSeries provides those links as a convenience to you and QuickSeries takes no responsibility for your use of those other websites or services or protection of your privacy (including collection of your personal information) on those other websites or services. We encourage you to check the terms of use and / or privacy policy of any website or service you visit. QuickSeries does not make any claim or warranty whatsoever about the content of those websites or services to which we link, or any products or services available through those websites or the third parties operating those websites.

In no way will QuickSeries its Representatives and Clients be held responsible for any damages, direct or indirect, pecuniary or non-pecuniary: (1) for your use of websites or other services that may be linked to from the Application or the information thereon; (2) for any virus, Trojan horse, worm or other similar destructive file received as a result of your use of those websites or services; (3) caused by or in connection with, use of or reliance on any content, or products or services (whether free or for purchase) available on or through any linked-to website or service; or (4) for the actions of the operators of any such website or service.

10. Disclaimer of Warranties

You expressly understand and agree that your use of the Services, the information thereon (whether provided by QuickSeries, Clients or third parties) or any activity arising from your provision of Account Information, use of the Services or the information thereon or the materials downloaded therefrom is at your sole risk. The Services, any materials downloaded therefrom or made available thereon, including all eGuides, or any third party materials, are provided on an "as is" and "as available" basis, and you will be solely responsible for any damage to your computer system or loss of data that results from the download, stream or access of any material obtained through the use of the Services or any other functionalities of the Services, or losses or damages (financial or otherwise) resulting from (i)

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your use of the Services or eGuides, the information thereon, any materials downloaded therefrom, or (ii) any activity arising from the use of the Services or eGuides, the information thereon or any materials downloaded therefrom.

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References:

Winneshiek County Emergency Management Personally Identifiable Information Policy - 2022

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