TERMS AND CONDITIONS

Introduction

Welcome to the Free AED Recycling Program. These Terms and Conditions ("Terms") govern your use of the Free AED Recycling Program Site ("Site") and participation in the Free AED Recycling Program, hereafter referred to as "the Program". Please read these Terms carefully. By participating in the Program, you consent to these legally binding Terms as well as our Privacy Policy, which is hereby incorporated. These Terms are in addition to and not intended to replace or supersede the Terms and Conditions of the AED One-Stop Shop website .

Consent and Capacity

In order to use our services, you must be at least eighteen. Your use of our services is conditioned on your acceptance of these Terms. If you do not agree with these Terms, please discontinue your use of the Site. By using our services, you warrant that you are entering into a binding contract with AED One-Stop Shop.

User Responsibilities

Users of the Program agree to the following guidelines:

1. You will not use another user's login and registration information.
2. You will not create fake accounts for the purpose of spamming users or visitors, collecting personal information with or without consent, or any other deceptive practices.
3. You will not circumvent, evade, disable, or otherwise interfere with the security of the Site.
4. You will not infringe the intellectual property rights of others.
5. The information you provide must be truthful, accurate, and complete.
6. The information you provide is subject to our Privacy Policy, which is hereby incorporated into these Terms.

AED Responsibilities

AED One-Stop Shop will provide its best efforts to properly and responsibly dispose of all materials received through the Program so long as the materials are accepted. The Program accepts the following Automated Defibrillator types: **LIFEPAK**, **Philips HeartStart**, **ZOLL**, **Defibtech Lifeline ReviveR**, **Cardiac Science Powerheart**, **Physio-Control**, **Medtronic**, **Welch Allyn**, **Cintas**, **HeartStream ForeRunner** and **Laerdal**.

AED One-Stop Shop retains the right to any rebate received from its disposal of any materials received through the Program and to any incentives it may receive from its partnerships with any AED manufacturers or any lithium battery recycling facilities, alliances with biomedical specialists or participation in other AED donation programs.

Limitation of Liability

TO THE MAXIMUM EXTENT PROVIDED BY APPLICABLE LAW, AED One-Stop Shop DOES NOT ACCEPT LIABILITY FOR LOSS OR DAMAGE OF ANY KIND, BE IT DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, ACTUAL, PUNITIVE, OR OTHERWISE, WHETHER IT ARISES FROM PERSONAL INJURY, FINANCIAL LOSS, DATA

LOSS, OPPORTUNITY LOSS, THIRD-PARTY USE OR MISUSE, AGGREGATE SERVICE, PERSONAL DISSATISFACTION, OR ANY OTHER DAMAGE RESULTING FROM YOUR PARTCIPATION WITH THE PROGRAM OR USE OF THE SITE. THE FULL ASSUMPTION OF RISK AND THEREFORE RESPONSIBILITY LIES WITH YOU, THE USER AND VISITOR. AED One-Stop Shop, ITS DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUBSIDIARIES, ASSIGNORS, AND LICENSORS WILL NOT BE HELD LIABLE IN ANY EVENT. FOR JURISDICTIONS IN WHICH STATUTORY LAW PROHIBITS THE LIMITATION OF CERTAIN TYPES OF LIABILITY RELATED TO THE GROSS NEGLIGENCE OF A PARTY, AED One-Stop Shop LIABILITY IS LIMITED TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW.

Indemnification

You agree to indemnify and hold harmless AED One-Stop Shop, its directors, shareholders, employees, representatives, agents, subsidiaries, assignors, and licensors from and against any lawsuits, disputes, claims, proceedings, demands, costs, or expenses related to or stemming from any use of the Site, your participation with the Program, or your breach of these Terms and any other policies incorporated into this agreement.

Choice of Law

These Terms and any disputes arising from the use of THE SITE and PARTICIPATION IN THE PROGRAM are governed by and construed according to the law of the state of New Mexico. Each party agrees to submit to the courts of the state of New Mexico and that the state of New Mexico has personal jurisdiction over the matter.

Dispute Resolution

We believe that it is beneficial to all parties to quickly resolve any potential disputes as efficiently and cost-effectively as possible. In line with this belief, you agree that any disputes arising from your use of the Site or participation in the Program will be handled and resolved according to the provisions of these Terms, unless otherwise explicitly stated. If a dispute arises, you agree to first contact us and attempt to resolve any such issues informally. If informal attempts fail, you agree to submit any claim, dispute, or controversy to binding arbitration.

YOU AGREE TO WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL YOU MAY HAVE IN ANY AND ALL JUDICIAL PROCEDURES AND PROCEEDINGS RELATED TO ANY DISPUTE ARISING FROM YOUR USE OF THE SITE OR PARTICIPATION IN THE PROGRAM UNDER THESE TERMS.

ALL PARTIES WAIVE THEIR RIGHTS TO PRESENT CLAIMS IN A CLASS ACTION SUIT.

Severability

If any portion of these Terms is deemed unenforceable, void, or invalid for any reason, the remaining provisions of these Terms will remain unaffected and will not be considered unenforceable, void, or invalid. They will maintain the full force of law to the extent possible.

Changes to These Terms

We may update these Terms from time to time. If any updates are made to these Terms, they will be posted here. Additionally, if material changes are made, we will notify you via a notice posted on the Site, and registered users will receive an additional email. Please check this page frequently for updates.

Contact Us

If you have any questions, comments, or concerns about these Terms or our services, please contact us via email at Saban@AEDOneStopShop.com, or by mail at 6300 Riverside Plaza Lane NW, Suite 100, Albuquerque, New Mexico 87120.

BY SENDING AN AUTOMATED EXTERNAL DIFIBRILLATOR TO THE AED RECYCLING PROGRAM, USER AUTOMATICALLY AGREES TO THESE TERMS.

Effective Date: _____, 2023.