

To be registered into the Prince Edward Island Provincial AED (Automated External Defibrillator) Registry, the device owner or, if the owner is an entity, the owner's authorized designate (both individual and entity being "the Device Owner") must agree to the Terms and Conditions and Release of Liability that follow. Please read the Terms and Conditions and Release of Liability carefully as it limits the liability of others to the Device Owner and limits the Device Owner's ability to recover against others in respect of your participation in the Registry. **By agreeing to the Terms and Conditions and Release of Liability, the Device Owner agrees to all the terms stated therein.**

Terms and Conditions and Release of Liability

(In order to register into the PEI AED Registry, the Device Owner (individual or entity's authorized designate) must be a resident of the province of Prince Edward Island and must be a minimum 18 years of age.)

Thank you for your interest in becoming part of the PEI AED Registry Program. Please carefully read this Agreement. By agreeing to this document, you acknowledge that you have read this Agreement, and the Device Owner agrees to be bound by the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use, enroll or continue to use the Registry.

The PEI AED Registry Program is coordinated in partnership by the Government of PEI's Department of Health and Wellness, Emergency Services Division (DHW-EHS), Island EMS (<https://islandems.ca/>), Medacom Atlantic (<https://medaviehs.com/where-we-work/medacom-atlantic/>), and Heart and Stroke – PEI ([Heart and Stroke Foundation of Canada | Home](#)). DHW-EHS is responsible for the program management oversight under the program brand of PEI Provincial AED Registry, in the province of Prince Edward Island. Island EMS is the ambulance services provider for PEI, and Medacom Atlantic is the body corporate contracted by Island EMS to operate the Medical Communications Center. The Registry is an online and app-based information system intended to help link automated external defibrillators ("AEDs"), AED users and sudden cardiac arrest victims, and to help AED owners manage and track data and information concerning their AEDs. Through its GoodSAM™ AED Registry product ([GoodSAM](#)) GoodSAM endeavors to provide Medacom Atlantic access to information regarding the location of AEDs stored in the Registry. Through the Registry, GoodSAM endeavors to notify Device Owners via email of the expiration date of batteries and electrodes based on the information submitted by the Device Owner. Whether or not a Device Owner acts on the notifications received is entirely within the discretion of the owner or designate.

1. Enrollment

Device Owners may enroll as an individual AED owner or as an entity through an authorized designate. If you are enrolling on behalf of an entity, you shall represent that you are authorized to accept these terms on behalf of the entity. Further, if you enroll as a Device Owner or designate, you represent that you own or are an authorized agent of the owner of the AED(s) you register or have the right to provide information regarding the AEDs that you register ("Registered AEDs"). You

confirm that you are eighteen (18) years of age or older and that you will submit all required enrollment information, and that all such information is to the best of your knowledge accurate and complete.

2. Permitted Use

Information will be entered either through the online AED registration form via the [Register a PEI Defibrillator | Government of Prince Edward Island](#) website, or via the GoodSAM app. The DHW-EHS Administrative Coordinator will be the main point of contact and have access to the PEI AED Registry. If you are an AED owner and/or designate with a valid account and password, then, provided you comply with the terms and conditions of this Agreement, you are authorized to access and use the web pages assigned to your AED owner or designates account to receive AED maintenance messages and record the results of AED inspections and maintenance tasks. You grant to each Medacom Atlantic, Island EMS, DHW-EHS, and GoodSAM the right to use the information you have provided or will provide under this Agreement for the purposes of maintaining the information within the GoodSAM system, the Registry and, if permission to include your registered AED(s) in the publicly accessible interactive map or phone application (the "Interactive Map") is given, to use the location name, street address, city, province, postal code and/or location description you have provided for the purposes of the Registry's Interactive Map or app.

3. Privacy

GoodSAM is a United Kingdom corporation that has agreed to hold all information on Canadian AWS (Amazon Web Services) servers. You, the Device Owner or designate, agree that your personal information is being provided and stored within the GoodSAM platform on Canadian AWS servers in Canada and that such information will be used for the purpose of linking AEDs, and cardiac arrest patients. Your information is securely encrypted at all times and will not cross the borders of Canada.

4. Your Materials

You agree that any data and information, including but not limited to, enrollment information (e.g., the location of the Registered AEDs and names, telephone numbers, and emails of your AED owner and/or designates) will be used only as outlined within these agreed upon Terms and Conditions.

You are granting the GoodSAM Application, Island EMS, and Medacom Atlantic the right to use your AED location data within a radius of a suspected cardiac event called into 9-1-1 at Medacom Atlantic's Medical Communication Center.

5. Terms and Termination

The term of this Agreement will commence upon your completion of the enrollment process as indicated by your acceptance of this Agreement and will continue until terminated.

7. Limitations of Liability

YOU AGREE THAT DHW-EHS, ISLAND EMS, MEDACOM ATLANTIC , HEART & STROKE - PEI AND GOODSAM LIMITED WILL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE AND USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR USE OF THE PEI AED REGISTRY PROGRAM OR RESULTING FROM THE PERFORMANCE OF THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF DHW-EHS, ISLAND EMS, MEDACOM ATLANTIC, HEART & STROKE - PEI AND GOODSAM LIMITED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU AGREE THAT DHW-EHS, ISLAND EMS, MEDACOM ATLANTIC, HEART & STROKE – PEI AND GOODSAM LIMITED WILL HAVE NO LIABILITY FOR THE ACCURACY OF THE INFORMATION OR COMMUNICATIONS PROVIDED UNDER THE PEI AED REGISTRY PROGRAM (OR THE FUNCTIONING OF THE REGISTERED AED). FURTHER, SHOULD THE REGISTERED AED BE USED TO ASSIST AN INDIVIDUAL AS A RESULT OF THE PEI AED REGISTRY PROGRAM, YOU AGREE THAT DHW_EHS, ISLAND EMS, MEDACOM ATLANTIC, HEART & STROKE – PEI AND GOODSAM LIMITED WILL HAVE NO LIABILITY FOR ANY DAMAGES ARISING FROM SUCH USE.

THE TOTAL LIABILITY OF DHW_EHS, ISLAND EMS, MEDACOM ATLANTIC, HEART & STROKE - PEI OR GOODSAM LIMITED AND EACH OF THEIR AFFILIATES FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO ONE HUNDRED DOLLARS (\$100). THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

IF YOU ARE DISSATISFIED WITH THE REGISTRY OR WITH ANY APPLICABLE TERM OR CONDITION GOVERNING ITS USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT.

9. Compliance with Laws

In the performance of this Agreement, you will comply with all applicable laws, regulations, rules, orders and other requirements, now or hereafter in effect, of any governmental authority having jurisdiction, including, without limitation, Good Samaritan laws applicable to AED owners.

10. Governing Law

This Agreement is governed by the laws of the province of Prince Edward Island and Canada.