

THE STREET RSI APP

Terms of Use

Effective Date: July 27, 2026

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PLEASE READ THESE TERMS CAREFULLY. By downloading, accessing, subscribing to, or using The Street RSI App (the “App”), you agree to these Terms. If you do not agree, do not use the App.

1. Purpose and Intended Users

The App is a supplemental educational, reference, workflow-support, medication-timing, and checklist tool intended for trained healthcare professionals involved in rapid sequence intubation (RSI), including qualified EMS and emergency department personnel. It is not a substitute for professional training, credentialing, authorization to practice, clinical judgment, medical direction, or applicable protocols.

2. Medical Disclaimer; No Medical Advice

The App does not provide medical advice or establish a clinician-patient relationship. It does not replace patient assessment, physiologic monitoring, clinical judgment, medical direction, agency or institutional protocols, medication labeling, manufacturer instructions, scope-of-practice requirements, or independent medication verification. All medication information, doses, concentrations, indications, contraindications, timing, and treatment decisions must be independently verified by the treating professional.

3. Medication Timers and Alerts

Medication onset and duration values are estimates or user/agency-configured reference values and do not determine a patient’s actual level of sedation, paralysis, medication effect, or need for additional treatment. Timers, sounds, haptics, and notifications are supplemental reminders only and may be delayed, suppressed, silenced, interrupted, or unavailable because of device settings, operating-system behavior, permissions, application state, hardware, or other technical conditions. Never rely on the App as the sole means of medication tracking, redosing decisions, patient monitoring, or clinical decision-making.

4. Agency and User Configuration

The App may permit customization of checklist visibility and medication reference information. The user or organization entering or selecting information is responsible for its accuracy, currency, and consistency with applicable protocols, medical direction, policies, laws, regulations, and scope of practice. The App operator does not independently validate user-entered or agency-configured clinical content.

5. RSI History and Documentation

The App may create a locally stored, timestamped history of checklist actions, medication administration confirmations, timer events, tube-placement workflow items, lip-line entries, and related interactions. This history is a workflow aid only and is not an ePCR, EMR, legal medical record, medication administration record, or substitute for required documentation. App timestamps may reflect device time and App interactions and should not be assumed to independently prove the time a clinical act occurred.

6. Patient-Identifiable Information

The App is not designed to collect patient names, dates of birth, medical record numbers, addresses, incident numbers, or other patient-identifying information. Users should not enter protected health

information or patient-identifiable information into configurable or free-text fields unless a future version expressly supports such use under appropriate privacy and security terms.

7. Subscription and Billing

The App may offer an auto-renewable annual subscription. The intended U.S. price is \$5.99 per year, but the price displayed and charged through Apple's App Store is controlling and may vary by country, currency, taxes, or future pricing changes.

- Payment is charged to the user's Apple Account upon confirmation of purchase.
- The subscription automatically renews unless auto-renewal is turned off within the timeframe required by Apple before the current subscription period ends.
- Users may manage or cancel subscriptions through their Apple Account subscription settings.
- Refunds, billing disputes, renewals, and App Store transactions are subject to Apple's applicable policies and processes.

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The App, branding, software, original graphics, content, interface, and associated intellectual property are owned by or licensed to [LEGAL ENTITY], except for identified third-party materials. No ownership rights are transferred to users.

11. Availability and Updates

Features, compatibility, checklist content, subscription offerings, and supported operating systems may change. The App may be updated, suspended, or discontinued. Users are responsible for maintaining a compatible device and appropriate updates.

12. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY,

RELIABILITY, AVAILABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Rights that cannot legally be excluded remain unaffected.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, [LEGAL ENTITY] AND ITS OWNERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND LICENSORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF DATA OR PROFITS, OR DAMAGES ARISING FROM RELIANCE ON THE APP, MISSED OR DELAYED ALERTS, USER-CONFIGURED CONTENT, OR CLINICAL DECISIONS. Limitations apply only to the fullest extent permitted by applicable law.

14. Professional Responsibility

You are responsible for determining whether and how the App may be used within your professional role, organization, jurisdiction, and scope of practice. Responsibility for patient assessment, treatment, airway management, medication administration, monitoring, and documentation remains with the treating healthcare professional.

15. Termination and Local Data

Your right to use the App may terminate if you violate these Terms. Subscription cancellation does not necessarily delete locally stored App data. Users should use available App controls to manage local history before deleting the App when appropriate.

16. Governing Law

These Terms are governed by the laws of [STATE/JURISDICTION], except where applicable law requires otherwise. This provision should be reviewed by qualified counsel for the App operator's jurisdiction.

17. Changes to These Terms

We may update these Terms as the App, legal requirements, or business practices change. Revised Terms will display a new effective date. Continued use after an update constitutes acceptance to the extent permitted by law.

18. Contact

Questions may be sent to:

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Legal Review Note

This document is a practical draft tailored to the described App. Have qualified counsel review it before publication, particularly healthcare, liability, subscription, governing-law, and jurisdiction-specific provisions.