

K B T E N A C I O U S E M E R G E N C Y S U P P O R T F O U N D A T I O N

Terms and Conditions

kbt-esf.org and app.kbt-esf.org

Version 2.0 | Effective: June 2026 | EIN 41-3071623

Please read these Terms and Conditions carefully before using the KB Tenacious Emergency Support Foundation website at kbt-esf.org or our community app at app.kbt-esf.org. By accessing or using either platform, you agree to be bound by these terms. If you do not agree, please do not use our platforms.

1. About KBT-ESF

KB Tenacious Emergency Support Foundation ('KBT-ESF,' 'we,' 'our,' or 'us') is a 501(c)(3) nonprofit organization headquartered at 5061 Jackson Highway, Toledo, WA 98591. We provide community emergency support services in Lewis County and Western Washington.

2. Not an Emergency Service Provider

IMPORTANT — READ BEFORE USING THIS WEBSITE OR APP

KBT-ESF is NOT a provider of emergency medical services, law enforcement services, or search and rescue services.

Nothing on this website or app replaces professional emergency response.

For any immediate emergency - medical, fire, law enforcement, or safety - CALL 911.

Information on this site does not constitute medical, legal, or professional advice of any kind.

Welfare check requests submitted through our app or website are community support inquiries - not emergency dispatch. If someone is in immediate danger, call 911 first.

3. Permitted Use

You may use KBT-ESF's website and app for lawful, personal, and non-commercial purposes consistent with our mission of community emergency support. Permitted uses include:

- Accessing information about KBT-ESF programs and services
- Submitting welfare check requests or assistance requests
- Submitting disaster incident reports
- Making donations to KBT-ESF
- Signing up for newsletters or program updates
- Accessing community resources and preparedness information

4. Prohibited Use

You may not use KBT-ESF's website or app to:

- Violate any applicable federal, Washington State, or local law
- Submit false, misleading, or fraudulent information
- Impersonate any person or organization
- Attempt to gain unauthorized access to any part of our systems
- Introduce malware, viruses, or other harmful code
- Harvest or collect personal information about other users
- Use automated tools to scrape, crawl, or extract content without permission
- Interfere with the operation of our website, app, or services

5. Information Accuracy and Disclaimer

KBT-ESF provides information on this website and app in good faith and makes reasonable efforts to ensure accuracy. However:

- All content is provided 'as is' without warranties of any kind, express or implied
- We do not guarantee that information is complete, current, or free from error
- Emergency preparedness and safety information is general in nature and may not apply to every situation
- We are not responsible for decisions made based on information found on our platforms
- Welfare Checks are based on volunteer ability only and only during disasters. If you believe a family member may be in danger call 911.

Always follow guidance from official emergency management agencies, law enforcement, and medical professionals. KBT-ESF information supplements but does not replace official emergency communications.

6. Donations

- Donations to KBT-ESF are voluntary and made at the donor's discretion
- All donations are non-refundable unless required by applicable law
- KBT-ESF is a 501(c)(3) nonprofit organization (EIN 41-3071623). Donations may be tax-deductible subject to IRS rules and the donor's individual tax situation. KBT-ESF does not provide tax advice.
- Donation processing is handled by Donorbox and Stripe. By making a donation, you also agree to their respective terms of service.
- Restricted gifts are used in accordance with donor intent as stated at the time of donation.

7. Welfare Check and Assistance Requests

When you submit a welfare check or assistance request through our website or app, you acknowledge that:

- KBT-ESF provides community support services only - we are not EMS, law enforcement, or Search and Rescue

- Requests are handled by trained volunteers, not licensed medical or emergency professionals
- Response times depend on volunteer availability and are not guaranteed
- For immediate emergencies, you must call 911 - submitting a request through our app is not a substitute
- Information submitted in welfare check requests is treated as confidential per our Privacy Policy

8. Intellectual Property

All original content on kbt-esf.org and app.kbt-esf.org - including text, graphics, logos, images, and organizational materials - is the property of KB Tenacious Emergency Support Foundation and is protected by applicable copyright and intellectual property law.

- You may share links to our content and reference our publicly available information with proper attribution
- You may not reproduce, distribute, modify, or create derivative works from our content without prior written permission
- KBT-ESF's name, logo, and branding may not be used to imply endorsement or affiliation without written authorization

9. Third-Party Links and Services

Our website and app may contain links to third-party websites and services including Donorbox, ArcGIS, and community resource listings. These links are provided for convenience and informational purposes.

- KBT-ESF does not endorse, control, or take responsibility for the content, privacy practices, or accuracy of third-party sites
- Your use of third-party sites is governed by their own terms and privacy policies
- Links to community resources do not constitute a recommendation or guarantee of services

10. SMS and Text Communications

If you provide your phone number and consent to receive text messages from KBT-ESF:

- You may receive SMS messages related to emergency alerts, program updates, and organizational communications
- Message frequency varies. Standard message and data rates may apply.
- You may opt out at any time by replying STOP to any message. Reply HELP for assistance.
- KBT-ESF does not share your phone number with third parties for SMS marketing purposes
- SMS consent is separate from other forms of consent and may be withdrawn without affecting your use of our other services

11. Privacy

Your use of our website and app is also governed by our Online Privacy Policy, which is incorporated into these Terms and Conditions by reference. Our Privacy Policy explains what information we collect, how

we use it, and your rights as a Washington State resident. You can view the Privacy Policy at kbt-esf.org/privacy-policy.

12. Limitation of Liability

To the fullest extent permitted by Washington State law, KB Tenacious Emergency Support Foundation, its directors, officers, volunteers, and employees shall not be liable for:

- Any indirect, incidental, special, or consequential damages arising from your use of our website or app
- Any loss or damage resulting from reliance on information provided on our platforms
- Any interruption, error, or unavailability of our website or app
- Any harm arising from welfare check or assistance services provided by KBT-ESF volunteers acting within their authorized scope

This limitation applies regardless of the theory of liability and whether KBT-ESF was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations on liability, so some of the above may not apply to you.

13. Indemnification

You agree to indemnify and hold harmless KB Tenacious Emergency Support Foundation, its directors, officers, volunteers, and employees from any claims, losses, damages, costs, or expenses (including reasonable legal fees) arising from your use of our website or app, your violation of these Terms, or your violation of any third party's rights.

14. Governing Law and Dispute Resolution

These Terms and Conditions are governed by the laws of the State of Washington without regard to its conflict of law provisions. Any disputes arising under these Terms shall first be addressed through good-faith negotiation between the parties. If negotiation does not resolve the dispute, it shall be subject to the jurisdiction of the courts of Lewis County, Washington.

15. Changes to These Terms

KBT-ESF may update these Terms and Conditions at any time. Updated versions will be posted at kbt-esf.org/terms with a revised effective date. Your continued use of our website or app after an update constitutes acceptance of the revised terms. If we make material changes, we will make reasonable efforts to notify users through our website or newsletter.

16. Contact

Contact	Detail
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Email	support@kbt-esf.org
Phone	(360) 937-4921
Mailing Address	5061 Jackson Highway, Toledo, WA 98591
Website	kbt-esf.org

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