



## **Terms of Use**

### 1. General Information Regarding These Terms of Use

Master terms: Welcome and thank you for your interest in Fire Serve. These master terms of use ("Master Terms") apply to your use of all of the websites that Fire Serve operates, together with all other subdomains thereof, (collectively, the "Websites"). The Master Terms also apply to all products, information, and services provided through the Websites.

### 2. Your Agreement to the Terms

BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING OR USING ANY OF THE SERVICES (INCLUDING THE LICENSES, PUBLIC DOMAIN TOOLS, AND CHOOSERS), YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS. By clicking "I ACCEPT" or otherwise accessing or using any Services you also represent that you have the legal authority to accept the Terms on behalf of yourself and any party you represent in connection with your use of any Services. If you do not agree to the Terms, you are not authorized to use any Services. If you are an individual who is entering into these Terms on behalf of an entity, you represent and warrant that you have the power to bind that entity, and you hereby agree on that entity's behalf to be bound by these Terms, with the terms "you," and "your" applying to you, that entity, and other users accessing the Services on behalf of that entity.

### 3. Changes to the Terms

From time to time, Fire Serve may change, remove, or add to the Terms, and reserves the right to do so in its discretion. In that case, we will post updated Terms and indicate the date of revision. If we feel the modifications are material, we will make reasonable efforts to post a prominent notice on the relevant Website(s) and notify those of you with a current FIRE SERVE Login Service account via email. All new and/or revised Terms take effect immediately and apply to your use of the Services from that date on, except that material changes will take effect 30 days after the change is made and identified as material. Your continued use of any Services after new and/or revised Terms are effective indicates that you have read, understood, and agreed to those Terms.

### 4. No Legal Advice

Fire Serve is not a law firm, does not provide legal advice, and is not a substitute for a law firm. Sending us an email or using any of the Services, including the licenses, public domain tools, and choosers, does not constitute legal advice or create an attorney-client relationship.



## 5. Content Available through the Services

**Provided as-is:** You acknowledge that Fire Serve does not make any representations or warranties about the material, data, and information, such as data files, text, computer software, code, music, audio files or other sounds, photographs, videos, or other images (collectively, the "Content") which you may have access to as part of, or through your use of, the Services. Under no circumstances is Fire Serve liable in any way for any Content, including, but not limited to: any infringing Content, any errors or omissions in Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, transmitted, linked from, or otherwise accessible through or made available via the Services. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable.

You agree that you are solely responsible for your reuse of Content made available through the Services, including providing proper attribution. You should review the terms of the applicable license before you use the Content so that you know what you can and cannot do.

**Licensing:** FIRE SERVE-Owned Content: Other than the text of Fire Serve licenses, and other legal tools and the text of the deeds for all legal tools, Fire Serve trademarks (subject to the Trademark Policy), and the software code, all Content on the Websites is licensed under the Fire Serve license, unless otherwise marked. See the FIRE SERVE Policies page for more information.

## 6. Content Supplied by You

**Your responsibility:** You represent, warrant, and agree that no Content posted or otherwise shared by you on or through any of the Services ("Your Content"), violates or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights, breaches or conflicts with any obligation, such as a confidentiality obligation, or contains libellous, defamatory, or otherwise unlawful material.

**Removal:** Fire Serve may, but is not obligated to, review Your Content and may delete or remove Your Content (without notice) from any of the Services in its sole discretion. Removal of any of Your Content from the Services (by you or Fire Serve) does not impact any rights you granted in Your Content under the terms of a Fire Serve license.

## 7. Participating in the FIRE SERVE GLOBAL NETWORK and Community: Registered Users

By registering for an account through any of the Services, including securing a FIRE SERVE Login Service account, or applying for membership to the FIRE SERVE GLOBAL NETWORK, you represent and warrant that you are the age of majority in your jurisdiction (typically age 18). Services offered to registered users are provided subject to these Master Terms, the FIRE SERVE Privacy Policy, and any Additional Terms specified on the relevant Website(s), all of which are hereby incorporated by reference into these Terms.

**Registration:** You agree to (a) only provide accurate and current information about yourself (though use of an alias or nickname in lieu of your legal name is encouraged in connection with the FIRE SERVE Login



Service), (b) maintain the security of your passwords and identification, (c) promptly update the email address listed in connection with your account to keep it accurate so that we can contact you, and (d) be fully responsible for all uses of your account. You must not set up an account on behalf of another individual or entity unless you are authorized to do so.

No Membership in FIRE SERVE: Creating a FIRE SERVE Login Service account or using any of the related Websites or Services, including becoming a member of the FIRE SERVE GLOBAL NETWORK, does not and shall not be deemed to make you a member, shareholder or affiliate of Fire Serve for any purposes whatsoever, nor shall you have any of the rights of statutory members as defined in Sections 2(3) and 3 of Chapter 180 of the General Laws of Massachusetts or any other law.

Termination: Fire Serve reserves the right to modify or discontinue your account or your membership in the FIRE SERVE GLOBAL NETWORK at any time for any reason or no reason at all.

## 8. Prohibited Conduct

You agree not to engage in any of the following activities:

### **1. Violating laws and rights:**

You may not (a) use any Service for any illegal purpose or in violation of any local, state, national, or international laws, (b) violate or encourage others to violate any right of or obligation to a third party, including by infringing, misappropriating, or violating intellectual property, confidentiality, or privacy rights.

### **2. Solicitation:**

You may not use the Services or any information provided through the Services for the transmission of advertising or promotional materials, including junk mail, spam, chain letters, pyramid schemes, or any other form of unsolicited or unwelcome solicitation.

### **3. Disruption:**

You may not use the Services in any manner that could disable, overburden, damage, or impair the Services, or interfere with any other party's use and enjoyment of the Services; including by (a) uploading or otherwise disseminating any virus, adware, spyware, worm or other malicious code, or (b) interfering with or disrupting any network, equipment, or server connected to or used to provide any of the Services, or violating any regulation, policy, or procedure of any network, equipment, or server.

### **4. Harming others:**

You may not post or transmit Content on or through the Services that is harmful, offensive, obscene, abusive, invasive of privacy, defamatory, hateful or otherwise discriminatory, false or misleading, or incites an illegal act;



You may not intimidate or harass another through the Services; and, you may not post or transmit any personally identifiable information about persons under 13 years of age on or through the Services.

#### **5. Impersonation or unauthorized access:**

You may not impersonate another person or entity, or misrepresent your affiliation with a person or entity when using the Services;

You may not use or attempt to use another's account or personal information without authorization; and

You may not attempt to gain unauthorized access to the Services, or the computer systems or networks connected to the Services, through hacking password mining or any other means.

#### **9. Fire Serve Global Network**

By submitting your application to become a member of the FIRE SERVE GLOBAL NETWORK, you acknowledge that you have read, understood, and, in the event you are accepted for membership, agree to be bound by the FIRE SERVE GLOBAL NETWORK Charter, including the Code of Conduct and the policies referenced and incorporated therein. If you are admitted to the FIRE SERVE GLOBAL NETWORK, these terms and the FIRE SERVE GLOBAL NETWORK Charter shall govern your use of and participation in the FIRE SERVE GLOBAL NETWORK, including your participation in any forum operated by the FIRE SERVE GLOBAL NETWORK, such as platforms, chapters, and working groups. Note that your participation in such fora may also be governed by additional rules and guidelines for doing so. Please see FIRE SERVE's Privacy Policy for more information about how your information (as an applicant, member, and voucher) will be used.

#### **10. DISCLAIMER OF WARRANTIES**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIRE SERVE OFFERS THE SERVICES (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE SERVICES) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FIRE SERVE DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE SERVICES WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY FIRE SERVE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FIRE SERVE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.



## 11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FIRE SERVE BE LIABLE TO YOU ON ANY LEGAL THEORY FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR INCOME, LOST PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, COST OF SUBSTITUTE GOODS OR SERVICES, OR SIMILAR DAMAGES SUFFERED OR INCURRED BY YOU OR ANY THIRD PARTY THAT ARISE IN CONNECTION WITH THE SERVICES (OR THE TERMINATION THEREOF FOR ANY REASON), EVEN IF FIRE SERVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FIRE SERVE IS NOT RESPONSIBLE OR LIABLE WHATSOEVER IN ANY MANNER FOR ANY CONTENT POSTED ON OR AVAILABLE THROUGH THE SERVICES (INCLUDING CLAIMS OF INFRINGEMENT RELATING TO THAT CONTENT), FOR YOUR USE OF THE SERVICES, OR FOR THE CONDUCT OF THIRD PARTIES ON OR THROUGH THE SERVICES.

Certain jurisdictions do not permit the exclusion of certain warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to you. IN THESE JURISDICTIONS, THE FOREGOING EXCLUSIONS AND LIMITATIONS WILL BE ENFORCED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## 12. Indemnification

To the extent authorized by law, you agree to indemnify and hold harmless Fire Serve, its employees, officers, directors, affiliates, and agents from and against any and all claims, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting directly or indirectly from or arising out of (a) your violation of the Terms, (b) your failure to verify the copyright license, attribution, and other information associated with Content resulting from your use of FIRE SERVE Search, (c) your use of any of the Services, and/or (d) the Content you make available on any of the Services.

## 13. Privacy Policy

Fire Serve is committed to responsibly handling the information and data we collect through our Services in compliance with our Privacy Policy, which is incorporated by reference into these Master Terms. Please review the Privacy Policy so you are aware of how we collect and use your personal information.

## 14. Trademarks

FIRE SERVE's name, logos, icons, and other trademarks may only be used in accordance with our Trademark Policy, which is incorporated by reference into these Master Terms. Please review the Trademark Policy so you understand how FIRE SERVE's trademarks may be used.

Other trademarks used on the site are the registered trademarks of their respective owners. Those marks are used for referential purposes only and are not intended to suggest or imply any affiliation with or endorsement by their respective owners.



## 15. Copyright Complaints

Fire Serve respects copyright, and we prohibit users of the Services from submitting, uploading, posting, or otherwise transmitting any Content on the Services that violates another person's proprietary rights.

To report allegedly infringing Content hosted on a website owned or controlled by FIRE SERVE, send a Notice of Infringing Materials as set out in FIRE SERVE's Digital Millennium Copyright Act ("DMCA") Notice & Takedown Procedure.

Please note that Fire Serve does not host the Content made available through FIRE SERVE Search. You should contact the web site or service hosting the Content to have it removed.

## 16. Termination

**By Fire Serve:** Fire Serve may modify, suspend, or terminate the operation of, or access to, all or any portion of the Services at any time for any reason. Additionally, your individual access to, and use of, the Services may be terminated by Fire Serve at any time and for any reason.

**By you:** If you wish to terminate this agreement, you may immediately stop accessing or using the Services at any time.

**Automatic upon breach:** Your right to access and use the Services (including use of your FIRE SERVE Login Service account) automatically upon your breach of any of the Terms. For the avoidance of doubt, termination of the Terms does not require you to remove or delete any reference to previously applied FIRE SERVE legal tools from your own Content.

**Survival:** The disclaimer of warranties, the limitation of liability, and the jurisdiction and applicable law provisions will survive any termination. The license grants applicable to Your Content are not impacted by the termination of the Terms and shall continue in effect subject to the terms of the applicable license. Your warranties and indemnification obligations will survive for one year after termination.

## 17. Miscellaneous Terms

**Choice of law:** The Terms are governed by and construed by the laws of the Republic of South Africa..

**Dispute resolution:** The parties agree that any disputes between Fire Serve and you concerning these Terms, and/or any of the Services may only be brought in the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg.

**No waiver:** Either party's failure to insist on or enforce strict performance of any of the Terms will not be construed as a waiver of any provision or right.

**Severability:** If any part of the Terms is held to be invalid or unenforceable by any law or regulation or final determination of a competent court or tribunal, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.



No agency relationship: The parties agree that no joint venture, partnership, employment, or agency relationship exists between you and Fire Serve as a result of the Terms or from your use of any of the Services.

Integration: These Master Terms and any applicable Additional Terms constitute the entire agreement between you and Fire Serve relating to this subject matter and supersede any and all prior communications and/or agreements between you and Fire Serve relating to access and use of the Services.

