

Terms of Service

FirefightingTactics.com, Inc. (the “Company”) has launched a new social community and business exchange that offers a powerful platform firefighters to reach out to other firefighters

By joining FirefightingTactics.com, creating, or using your profile built on www.FirefightingTactics.com, you are agreeing to the following terms of service (“Terms of Service” or “Terms”).

Description & Definitions

FirefightingTactics.com offers a platform for creating your own user profile and provides access to the FirefightingTactics.com community (“Community”). The following is designed to provide you with our rules, terms of use. We have a separate Community Guidelines document that focuses more of community rules. We encourage you to read that document as well.

Social Communities or Communities (SC)

SC’s are forums, groups or blog postings and are created by members or by us and provided, through the use of the FirefightingTactics.com platform, for members to connect with other members online. Social Communities include features such as member profiles, friends, comments, recommendations, forums, photo sharing, video sharing, reviews, ratings, people matching, and events, among others.

Users | Members

Users and members are people or businesses who register on FirefightingTactics.com to create, find, visit, use, and contribute to one or more community, which can include posting or responding to content.

Content

Content means any work of authorship (other than the code and the user interface of a social community), including member profiles, comments, recommendations, forums, photos, videos, sounds, images, text, files, listings, postings, messages, or other materials posted on or transmitted through the FirefightingTactics.com platform or through any community. Members upload content to social communities. Social communities, in turn, control content. If the community creator or member designates the community as private, any content submitted to that community will be deemed to be private content. Private content is licensed for use only within the community into which it is posted. Public content is available in the community in which it is posted.

Tags

Tags are descriptions (words or phrases) you can assign to content. You can assign as many Tags to content as you wish. You can also add, edit, and delete tags that you’ve assigned.

Ownership of Content

FirefightingTactics.com does not claim any ownership rights in the content members provide. You, as a community member, own the content you create and upload (“your content”). After posting your content, you continue to retain all ownership rights in such content, and you continue to have the right to use your content in any way you choose, provided, the content does not violate any of the covenants of the FirefightingTactics.com [Community Guidelines](#).

We also want to encourage sharing of content between members and communities across the FirefightingTactics.com network. To this end, by uploading content to a forum, group, blog or comment in which the content is designated as public content, you grant FirefightingTactics.com and all other members a nonexclusive license to reproduce, create derivative works of, distribute, publicly perform, and publicly display such content on the condition that the content is attributed in a manner specified by its author, if at all (a "Public Content License").

If you upload content that is designated private content, you grant to FirefightingTactics.com and all FirefightingTactics.com members a nonexclusive license to reproduce, distribute, publicly perform, and publicly display such content on that community (including any RSS feeds and other distribution that is part of such community) (a "Private Content License").

By using FirefightingTactics.com, you agree to provide FirefightingTactics.com a non-exclusive license to reproduce, distribute, publicly perform and display such content online or offline to generally promote FirefightingTactics.com in advertising or other forums.

Unless you expressly state alternative applicable license terms in connection with your content submission, the Public Content License will apply by default to public content and the Private Content License will apply by default to private content.

We should also mention that you are responsible for making sure that you have all rights in the content you post that are necessary for you to grant everyone either the Public Content License or the Private Content License. (We'll cover this in more detail later.)

Lastly, if a forum, group, any rich media or blog post is deleted, the content associated with that member may also be deleted at the discretion of the Community Manager. We would encourage you to be sure you are comfortable with this possibility before publishing content on FirefightingTactics.com.

License from FirefightingTactics.com

FirefightingTactics.com grants to you, our member, a Creative Commons Attribution License to the content made available by FirefightingTactics.com for which FirefightingTactics.com owns the copyrights. In the event of a conflict between the Creative Commons Attribution License and these Terms, these Terms will control. FirefightingTactics.com does not grant you any rights to another member's content.

License to use the FirefightingTactics.com Platform

During the term of these Terms, FirefightingTactics.com grants you a limited, revocable license to use the software underlying and enabling the FirefightingTactics.com Platform as required for your use of the social communities built on top of it, subject to the terms and conditions of these Terms.

Proprietary Rights

These Terms of Service includes a number of licenses that are necessary for FirefightingTactics.com to make your community and your content available through the FirefightingTactics.com Platform. For example, without the right to modify content, FirefightingTactics.com would not be able to format content to meet technical requirements, and without the right to publicly perform or publicly display content, FirefightingTactics.com could not make the content available for other members to view.

Content

You agree to comply with the license and restrictions applicable to each item of content you post, copy, access or use.

You agree that all the intellectual property in the FirefightingTactics.com Platform are owned by FirefightingTactics.com or the applicable members(s). Except as expressly permitted under these Terms, you agree not to:

1. Modify, distribute, or create derivative works based on the FirefightingTactics.com Platform.
2. Run, rent, lease, loan, or sell access to the FirefightingTactics.com Platform.
3. Decompile, reverse engineer, or copy the FirefightingTactics.com Platform or any community for which the source code is not provided to you; and
4. Reproduce or distribute any private content outside the applicable community.

Trademarks

FirefightingTactics.com, the FirefightingTactics.com platform, community, network and other related graphics, our logo and sub-logos, FirefightingTactics.com marks, and trade names used on the FirefightingTactics.com Platform are the trademarks of FirefightingTactics.com, Inc. and may not be used without permission. Other trademarks, FirefightingTactics.com Platform marks, and trade names that may appear on FirefightingTactics.com are the property of their respective owners.

Accounts, Passwords, and Security

You must be a registered member to create or upload content and use any forum, group, upload rich media or write blog posts on the FirefightingTactics.com Platform. FirefightingTactics.com and its community Manager, in turn, determine whether members need to be registered with FirefightingTactics.com to contribute content in that community. As a member, you are responsible for keeping your password secure. Names of members and FirefightingTactics.com IDs are non-transferable. You will be solely responsible and liable for any activity that occurs under your FirefightingTactics.com user ID or screen name.

Content and Interaction

You agree to comply with the license and restrictions applicable to each item of content you post, copy, access, or use.

Content by other members or advertisers is made available to you through social communities and the FirefightingTactics.com Platform. Because FirefightingTactics.com does not necessarily control such content, you agree that FirefightingTactics.com is not responsible for any such content, including advertising and information about third party products or services.

Your interactions with other members on the FirefightingTactics.com Platform, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the member. Like with any web-based interaction, we suggest that you use caution and good judgment.

You agree that FirefightingTactics.com is not responsible for any loss or damage incurred as the result of any such dealings or with respect to any other member's use or disclosure of your Personal Data (as defined in the Privacy Policy). If there is a dispute between you and any third party (including any member), FirefightingTactics.com is under no obligation to become involved.

You release FirefightingTactics.com, its officers, employees, shareholders, agents and successors from claims, demands and damages of every kind or nature arising out of or related to: (i) any disputes with other members, and/or (ii) the FirefightingTactics.com Platform.

If you are a California resident, you waive California Civil Code Section 1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”

Premium Services

FirefightingTactics.com offers fee-based premium services as described here on the FirefightingTactics.com Platform. If you choose to sign up for a premium service, you agree to pay the applicable fees and abide by any additional requirements or rules associated with that premium service.

Support and Performance

FirefightingTactics.com provides documentation to assist members in creating and enhancing their community(s). As a user, you are responsible for implementing and maintaining your profile and your communities.

To enable a great experience for all members on the FirefightingTactics.com Platform, you, as a member, must ensure your community(ies) and content don't unduly degrade the performance of the FirefightingTactics.com Platform. If your community(ies) exceed the quotas and limitations set by FirefightingTactics.com (e.g., storage or bandwidth) or otherwise degrade performance of the FirefightingTactics.com Platform or other services in any way, we may suspend your community(ies) at our sole discretion.

Acceptable Use and Conduct

At the risk of being repetitive, you are solely responsible for your conduct, communities, and content on the FirefightingTactics.com Platform.

As a member of FirefightingTactics.com's free service, you agree not to include any advertising for anything other than your community, including ads served via an ad-server service such as Google AdSense, in any community or content you provide on FirefightingTactics.com. If you pay the applicable fees for the applicable premium service “Run ads on your social community,” you may include third-party advertisements in your community. However, FirefightingTactics.com will have the option, which FirefightingTactics.com may exercise on notice to you, to offer a comparable ad-server service and serve all advertisements on your community(ies).

You also agree not to post or make available any content for which you don't have sufficient rights to grant the licenses above. Among other things, this means that you may not include Content from third parties that is subject to license terms that are incompatible with the licenses you grant under these Terms, such as GPL.

You also agree not to post, email, or otherwise make available any content that:

- Is unlawful, harmful, or threatening to FirefightingTactics.com or its members or is abusive, harassing, defamatory, libelous, invasive of another's privacy, or harms minors in any way
- Harasses, degrades, intimidates or is hateful toward an individual or group of individuals
- Impersonates a FirefightingTactics.com employee or member or falsely states or otherwise misrepresents your affiliation with a person or entity
- Includes personal or identifying information about another person without that person's explicit consent
- Is false, deceptive, misleading, deceitful, or constitutes “bait and switch”

- Infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships
- Creates, sends, or enables anything that constitutes or contains “chain letters,” “pyramid schemes,” or any advertisement that you are prohibited by law from sending
- Constitutes or contains any form of advertising or solicitation if (1) posted in content; or (2) emailed to members who have requested not to be contacted about other services, products or commercial interests
- Advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment
- Disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the FirefightingTactics.com Platform, or that otherwise negatively affects other members’ ability to use the FirefightingTactics.com Platform
- Employs misleading email or IP addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through the FirefightingTactics.com Platform

Additionally, you agree not to:

- “Stalk” or otherwise harass members
- Collect Personal Data about other members for commercial or unlawful purposes
- Use automated means, including spiders, robots, crawlers, data tools, or the like to download data from social communities and the FirefightingTactics.com Platform - except for Internet search engines (e.g. Google) and non-commercial public archives (e.g. archive.org) that comply with our robots.txt file, or “well-behaved” web services/RSS/Atom clients. We reserve the right to define what we mean by “well-behaved”
- Post non-local or otherwise irrelevant content, repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on FirefightingTactics.com's infrastructure
- Attempt to gain unauthorized access to FirefightingTactics.com's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the FirefightingTactics.com Platform
- Develop, invoke, or utilize any code to disrupt, diminish the quality of, interfere with the performance of, or impair the functionality of the FirefightingTactics.com Platform or any community

Privacy and Spam

You agree to comply with all applicable laws with respect to

1. any collection, use, or disclosure of Personal Data, and
2. email communications, including without limitation CAN-SPAM, applicable state laws, and applicable laws in non-U.S. jurisdictions.

You agree to comply with all relevant aspects of the FirefightingTactics.com Privacy Policy. You agree not to collect or use Personal Data except as permitted by the FirefightingTactics.com Privacy Policy. You agree not to use any Personal Data disclosed to you by FirefightingTactics.com for any purpose other than using the FirefightingTactics.com Platform or a community in accordance with these Terms and the Privacy Policy. You agree not to harvest any email addresses from communities or the FirefightingTactics.com Platform for the purpose of sending email in violation of applicable law. You agree

not to knowingly collect any information from, or develop any communities that are targeted at, children under the age of 13.

FirefightingTactics.com may establish general polices and limits concerning member's use of the FirefightingTactics.com Platform ("FirefightingTactics.com Platform Policies"), including (and without limitation) the maximum number of days that social community and uploaded content will be retained, the maximum number of and size of content files and objects (including email messages), the maximum disk space allotted to members, the maximum number of times and duration for which you may access the FirefightingTactics.com Platform or social communities in a given period of time, the maximum bandwidth used by your content. FirefightingTactics.com reserves the right to ban or deactivate member accounts that are inactive for an extended period of time.

You, as a member, agree to promptly address any copyright owner's written notice (including any notices forwarded to you by FirefightingTactics.com) that specified content provided by member of a community that you control infringes that third party's copyrights, provided that the notice substantially complies with the requirements in the FirefightingTactics.com DMCA notice page. If you do not promptly remove the content specified in the notice, FirefightingTactics.com may remove the content without any liability to you or to the member that posted such content.

FirefightingTactics.com maintains and enforces a policy of terminating the accounts of members who are repeat copyright infringers.

Your Account

Term of Service

These Terms of Service commence upon your acceptance of these Terms and continues until terminated. These Terms will automatically terminate if FirefightingTactics.com decides, in its sole discretion, to discontinue the FirefightingTactics.com Platform.

Deactivating Your Account

You may deactivate your FirefightingTactics.com account at any time, for any reason, by following the instructions on FirefightingTactics.com.

FirefightingTactics.com has the right (at its sole discretion) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the FirefightingTactics.com Platform or any community, or remove and discard any content within any community, without notice and for any reason.

Effects of Deactivating an Account

Upon deactivating your account, these Terms terminate and your access rights to the FirefightingTactics.com Platform will immediately cease to exist. For content you wish to delete from the FirefightingTactics.com Platform, you can delete it by going to each of the social communities, forum, group or blog posts to which you've contributed. FirefightingTactics.com is not responsible for deleting content on your behalf. Note that, even if content is deleted from FirefightingTactics.com's active servers, it may remain in archives. FirefightingTactics.com will have no obligation to refund any fees paid for premium services.

Survival

The provisions under the following headings will survive termination of these Terms for any reason: License from You (under heading "Licenses to Content"), Content and Interaction, Acceptable Use and Conduct, Privacy and Spam, Disclaimer of Warranties, Indemnity, and Limitation of Liability.

Changes to FirefightingTactics.com and the FirefightingTactics.com Platform

FirefightingTactics.com reserves the right at any time (and from time to time) to modify, suspend, or discontinue providing the FirefightingTactics.com Platform or any part thereof with or without notice. FirefightingTactics.com will not be liable to you or to any third party for any modification, suspension or discontinuance of the FirefightingTactics.com Platform.

Disclaimer of Warranties

YOUR USE OF THE FIREFIGHTINGTACTICS.COM PLATFORM AND SOCIAL NETWORK, AND ALL ITS LICENSED AND DEVELOPED CODE AND ALL CONTENT, ARE AT YOUR SOLE RESPONSIBILITY AND RISK. THE FIREFIGHTINGTACTICS.COM PLATFORM AND ALL CODE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FIREFIGHTINGTACTICS.COM AND EACH USER EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, **SYSTEM INTEGRATION**, QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT. NEITHER FIREFIGHTINGTACTICS.COM NOR ANY USER MAKES ANY WARRANTY THAT THE FIREFIGHTINGTACTICS.COM PLATFORM, OR AND CODE OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

Indemnity

You agree to indemnify, defend, and hold harmless FirefightingTactics.com, and its subsidiaries, affiliates, officers, agents, platform licensor and hosting provider, co-branders or other partners, and employees and shareholders from and against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) arising out of or relating to:

1. any content you submit, post, transmit, or make available through the FirefightingTactics.com Platform;
2. your use or misuse of the FirefightingTactics.com Platform or code;
3. your connection to the FirefightingTactics.com Platform;
4. your violation of these Terms; or
5. your violation of any rights (including intellectual property rights) of a third party.

Limitation of Liability

YOU AGREE THAT FIREFIGHTINGTACTICS.COM SHALL NOT BE LIABLE TO YOU FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF FIREFIGHTINGTACTICS.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE FIREFIGHTINGTACTICS.COM PLATFORM OR ANY CODE OR CONTENT, (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OF DATA; AND (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY (INCLUDING ANOTHER USER) IN THE FIREFIGHTINGTACTICS.COM PLATFORM OR ANY CODE OR CONTENT; OR (B) FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS IN EXCESS OF THE GREATER OF (i) \$100 AND (ii) THE TOTAL AMOUNTS PAID TO FIREFIGHTINGTACTICS.COM BY YOU IN THE THREE MONTHS IMMEDIATELY PRECEDING THE INITIAL NOTICE OF ANY CLAIM.

Updates to Terms of Service

These Terms may be updated or changed by FirefightingTactics.com from time to time upon FirefightingTactics.com's posting of the amended Terms on this page. If you do not agree to changes to the Terms, you must notify FirefightingTactics.com to terminate your account.

In addition to these Terms, you will comply with all policies applicable to FirefightingTactics.com and the FirefightingTactics.com Platform, which policies are (i) either posted in the FirefightingTactics.com Platform or provided to you and (ii) incorporated by reference into these Terms.

General

The failure of FirefightingTactics.com to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. Your FirefightingTactics.com account is non-transferable. You may not delegate your duties under these Terms or assign these Terms, in whole or in part.

Any unauthorized use of any FirefightingTactics.com computer system is a violation of these Terms and certain federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. S 1030 et seq.), Section 502 of the California Penal Code and Section 17538.45 of the California Business and Professions Code. Such violations may subject the unauthorized user and his or her agents to civil and criminal penalties.

The other members of the FirefightingTactics.com Platform are intended third party beneficiaries of your obligations under these Terms.

FirefightingTactics.com may assign these Terms to any successor or purchaser of FirefightingTactics.com or all or substantially all of its assets.

Any dispute between the parties arising out of these Terms shall be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in San Jose, CA. You hereby waive any right to a jury trial of any such dispute.

These Terms shall be governed by the laws of the State of California without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

These Terms, which incorporate the FirefightingTactics.com Privacy Policy and the FirefightingTactics.com Policies, when combined with the FirefightingTactics.com [Community Guidelines](#), constitutes the entire agreement between you and FirefightingTactics.com and governs your use of the FirefightingTactics.com Platform, superseding any prior agreements (whether written or oral) between you and FirefightingTactics.com regarding the subject matter hereof.

By Joining FirefightingTactics.com, you agreed to the FirefightingTactics.com's Terms of Service, along with [Ning's Terms of Service](#).

Contacting FirefightingTactics.com

Members with questions about the FirefightingTactics.com Privacy Policy and any of the aforementioned statements may contact FirefightingTactics.com via Service@firefightingtactics.com.