

# Firemaps Terms of Service

Effective: April 8, 2021

Firemaps, Inc., a Delaware corporation (collectively, “**Firemaps**”, “**we**”, “**us**” or “**our**”) owns and operates (a) the Firemaps website and its domains located at [www.firemaps.co](http://www.firemaps.co) (the “**Site**”), and (b) the Firemaps proprietary online platform (the “**Platform**”) that enables users to generate a fire defense treatment plan for their property (the “**Treatment Plan**”) and to manage the implementation of that Treatment Plan (the “**Service**”). The term “**Firemaps Service**” as used throughout these Terms of Service (these “**Terms**”), means collectively, the Site, Platform, Service, Treatment Plan, and any other services provided by us in connection with the Site, Platform, Service and/or Treatment Plan.

**IMPORTANT -- PLEASE READ THESE TERMS CAREFULLY.** THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS BETWEEN YOU AND FIREMAPS GOVERNING YOUR USE OF THE FIREMAPS SERVICE. BY USING OR ACCESSING THE FIREMAPS SERVICE (OR ANY PART THEREOF) IN ANY MANNER, YOU: (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH IN THESE TERMS; (2) REPRESENT THAT YOU MEET THE ELIGIBILITY REQUIREMENTS IN SECTION 1 BELOW; AND (3) YOU AGREE THAT YOU ARE ENTERING INTO THESE TERMS (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW) WITH FIREMAPS, INC.

**NOTICE OF AGREEMENT TO ARBITRATE:** THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE WHICH WILL REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION AND A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS AS SET FORTH IN, AND SUBJECT TO, SECTION 16.

**NOTICE OF WARRANTY & LIABILITY DISCLAIMERS:** PLEASE BE ADVISED THAT FIREMAPS DOES NOT PROVIDE ANY WARRANTIES TO YOU AND THESE TERMS LIMIT OUR LIABILITY TO YOU, AS SPECIFIED IN SECTIONS 7, 11 AND 12.

**YOU MAY NOT ACCESS OR USE THE FIREMAPS SERVICE (OR ANY PART THEREOF) IF YOU DO NOT AGREE TO THESE TERMS.**

**1. ELIGIBILITY.** You must be at least 18 years old or the age of majority in your jurisdiction to create an account for the Firemaps Service (an “**Account**”) and to otherwise access and/or use the Firemaps Service (or any part thereof). **You affirm and represent and warrant, that you are 18 years old or the age of majority in your jurisdiction, and fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms.**

## **2. CHANGES TO THESE TERMS AND THE FIREMAPS SERVICE**

**2.1. Modifications to these Terms.** Firemaps reserves the right to update or modify these Terms at any time. The revised Terms will be posted on our Site at the following webpage [firemaps.co/terms](http://firemaps.co/terms). All updates and modifications to the Terms will be effective from the day they are posted online (except as otherwise stated in this Section 2.1). If we make any material changes to these Terms, we will notify you of these changes by sending an email to the email address we have on file for you (if applicable) and also by posting a notice of the changes on the Site. It is your responsibility to regularly visit and review these Terms. If you do not agree to any updates or modifications to these Terms, simply do not use or access the Firemaps Service and terminate your Account (if applicable). Your continued use of the Firemaps Service after we have posted the revised Terms, or, in the event of material changes, ten (10) days following the date we first notified you of such material changes via email and/or through the notice posted on the Site, as applicable, signifies to us that you acknowledge and agree to be bound by the revised Terms.

**2.2. Changes to the Firemaps Service.** Firemaps reserves the rights to either temporarily or permanently modify, suspend or discontinue the Firemaps Service (or any part thereof) with or without notice. You agree

that Firemaps will not be liable to you or to any third party for any modification, suspension or discontinuance of the Firemaps Service (or any part thereof).

### **3. ACCOUNTS AND CONSENT TO COMMUNICATIONS**

**3.1. Accounts.** In registering an Account, you agree to provide and maintain up to date information that is true, accurate, current, up to date, and complete. You agree that you will not (a) create an Account using a false identity or fictitious name or information, and/or (b) create an Account or use the Firemaps Service if you have been previously removed or banned by Firemaps from use of the Firemaps Service, or any part thereof. You represent and warrant that you are the current or prospective owner or tenant of, or are otherwise authorized to manage and/or control, the designated property in the Account.

**3.2. Account Security.** You understand and agree that you are solely responsible for maintaining the confidentiality of and protecting your password for your Account. You are solely responsible for any activity originating from your Account, regardless of whether such activity is authorized by you. You agree to notify Firemaps immediately of any unauthorized use of the Account. Firemaps reserves the right to limit the number of Accounts that can be created from a computer or mobile device and the number of computer or mobile devices that can access an individual Account.

#### **3.3. Consent to Communications from Firemaps**

- (A) Electronic Communications. By using the Firemaps Service, you consent to receiving electronic communications from Firemaps. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to your use of the Firemaps Service. These electronic communications are part of your relationship with Firemaps and you receive them as part of your access and use of the Firemaps Service. You agree that any notices, agreements, disclosures or other communications that Firemaps sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.
- (B) Telephone Communications. You expressly consent to be contacted by and receive SMS/MMS text messages and/or telephone calls (including voicemails messages if you cannot be reached) from Firemaps, and/or its agents, representatives, affiliates, or anyone calling on Firemaps' behalf (collectively, "**Firemaps Representatives**") at the telephone number(s) you have provided to Firemaps in connection with your use of the Firemaps Service. You certify, warrant and represent that (i) the telephone and/or mobile numbers that you have provided to Firemaps are your numbers and not someone else's, and (ii) you are permitted to receive calls at each of those telephone and/or mobile numbers. You agree to immediately notify Firemaps in writing whenever you stop using a particular telephone number. You acknowledge and agree that communications via telephone and text messaging may make use of the data network operated by your telephone, internet and/or wireless service provider to send both data, and that you, and not Firemaps, are solely responsible for any fees or charges incurred in connection with your receipt of calls and/or text messages from any Firemaps Representative and/or any communications between you and any Firemaps Representative via telephone and/or text message, without limitation, any telephone and/or mobile phone provider charges for SMS/MMS, text, or data usage or services.
- (C) Recording and Monitoring. You consent to the recording and monitoring, for quality assurance, training, risk management and/or collection purposes, of any call that you place with any Firemaps Representative or that any Firemaps Representative places with you.

### **4. PRIVACY AND USER SUBMISSIONS**

**4.1. Privacy.** Any personally identifiable information provided or collected through or in connection with your use of the Firemaps Service shall only be used in accordance with this Agreement and the Firemaps'

[Privacy Notice](#). By using the Firemaps Service, you acknowledge and consent to Firemaps' processing of your information in accordance with these Terms and as set forth in the [Privacy Notice](#).

**4.2. User Submissions.** Subject to the licenses you grant us in these Terms, as between Firemaps and you, you will retain ownership of any messages, photos, video, audio, images, data, information, text and/or any other content or materials that you post, submit, transmit, and/or upload, or otherwise provide us, in connection with the use of the Firemaps Service (collectively, "**User Submissions**"). *Please be advised that*, any User Submissions posted to public forums, message boards, or other communication tools through or in connection with the Firemaps Service will be considered non-confidential and non-proprietary. For the avoidance of doubt, User Submissions do not include Treatment Plans, which are owned by Firemaps and licensed to you for your personal, non-commercial use as set forth in Section 6.2 below.

**4.3. Firemaps' Use of User Submissions.** By providing User Submissions, you grant Firemaps a worldwide, non-exclusive, royalty-free, fully paid, transferable right and license (including through the use of subcontractors) to copy, reproduce, use, host, store, transfer, publicly display, publicly perform, transmit, reproduce, modify (for the purpose of formatting for display), and distribute your User Submissions, in whole or in part, in connection with your use of the Firemaps Service, and as reasonably necessary to provide the Firemaps Service to you and other users of the Firemaps Service.

**4.4. Responsibility for User Submissions.** You acknowledge and agree that you, and not Firemaps, are solely responsible for any User Submissions submitted, transmitted and/or contributed by you, including the legality, reliability, accuracy and appropriateness of such User Submissions. By providing User Submissions, you represent and warrant that: (a) you own or control all rights in and to User Submission, and have the necessary rights to grant the licenses granted to Firemaps in these Terms; (b) you have obtained all permissions and/or approvals as may be necessary or required to transmit User Submissions, or any personally identifiable information therein, in connection with the use of the Firemaps Service; and (c) all User Submissions do and will comply with these Terms.

## **5. FIREMAPS PROPRIETARY RIGHTS**

**5.1. Ownership.** As between you and Firemaps, Firemaps and its licensors retain all right, title and interest in and to (a) the Firemaps Service, including, without limitation, the Platform and Treatment Plan (but excluding any of your User Submissions contained in the Treatment Plan), (b) any and all content, messages, data, text, graphics, images, photos, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Firemaps Service, but excluding your User Submissions (collectively, the "**Content**"), and (c) any and all modifications, enhancements and updates to the foregoing items listed in clause (a) and (b). All Firemaps trademarks, logos, tradenames and service marks (the "**Firemaps Marks**") are strictly owned by Firemaps, and nothing in these Terms will be construed to transfer ownership rights or grant any permission, license or other rights to any Firemaps Marks without written authorization from Firemaps. The trademarks, service marks, logos, and/or names of individuals, companies and/or products mentioned through the Firemaps Service or within the Treatment Plan and/or Content may be the trademarks of their respective owners. Firemaps reserves all rights and licenses not expressly granted to you in these Terms and no implied license is granted by Firemaps. The Firemaps Service (and its underlying technology), Treatment Plan and Content, are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries.

**5.2. Feedback.** You acknowledge that any ideas, inventions, suggestions for improvement or discussions submitted by you regarding any aspect of the Firemaps Service, including, without limitation, the functioning, features, and other characteristics thereof (or any component thereof) ("**Feedback**") may be used by Firemaps without compensation or attribution to you, and you hereby grant Firemaps, its subsidiaries, affiliates and

partners a worldwide, irrevocable, royalty free, non-exclusive, sublicensable and transferable license under all your intellectual property rights in and to such Feedback, for Firemaps to use and exploit for any purpose.

## **6. ACCESS AND USE OF THE SERVICE**

**6.1. Subscriptions.** Firemaps will provide access to the Firemaps Service in accordance with the subscription plan purchased by you (the “**Subscription Plan**”). Each Subscription Plan will begin on the date you purchased the Subscription Plan and continue for the applicable subscription period (e.g., monthly or annually) selected by you for such Subscription Plan (the “**Subscription Term**”). **Each Subscription Term will automatically renew for successive periods equal to the initial Subscription Term, unless you provide us with written notice of non-renewal prior to the expiration of your then-current Subscription Term by email at [support@firemaps.co](mailto:support@firemaps.co), subject line: “Notice on Non-Renewal” or by terminating the Account in accordance with Section 9.2.**

**6.2. Access to the Firemaps Service.** Subject to your compliance with these Terms, Firemaps hereby grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited right to: access and use the Platform, over the internet, solely to access and view the Content and use the Service. In addition, Firemaps hereby grants you a limited, personal, perpetual, revocable, non-exclusive, non-sublicensable, non-transferable license to print, use, and make a reasonable number of copies of the Treatment Plans generated in connection with the use of the Service. The rights granted to you in this Section 6.2 are limited solely for your personal non-commercial use and in accordance with these Terms.

**6.3. Prohibited Use.** By using the Firemaps Service (or any part thereof), you agree that you will not, and will not permit any other person to:

- (a) Modify, adapt, translate or create derivative works based on the Firemaps Service (or any part thereof), Content, or any related documentation;
- (b) Reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform, except as expressly permitted by applicable law;
- (c) Distribute, license, sublicense, assign, transfer or otherwise make available to any third party the Firemaps Service (or any part thereof), Content, or any related documentation;
- (d) Remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Firemaps or its suppliers on or within the Firemaps Service, Content, or related documentation;
- (e) Use the Firemaps Service to store or transmit malicious code or infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (f) Interfere with or disrupt the integrity or performance of the Firemaps Service or any system, network or data;
- (g) Attempt to gain unauthorized access to the Firemaps Service (or any part thereof) or Content, or its related systems or networks;
- (h) Frame or utilize framing techniques to enclose the Firemaps Service, Content, or any portion thereof;
- (i) Use any meta tags, "hidden text", robots, spiders, crawlers, or other tools, whether manual or automated, to collect, scrape, index, mine, republish, redistribute, transmit, sell, license or download the Firemaps Service, Content (except caching or as necessary to view the Site), or the personal information of others without our prior written permission or authorization;
- (j) Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with any person or entity;

- (k) Violate any contract, rules or policies that govern the use of your mobile and/or tablet device, as directed by the applicable wireless carrier and/or mobile device manufacturer; or
- (l) Use the Firemaps Service in violation of any applicable local, state, national or international law, including, without limitation, any and all applicable export laws.

## **7. ENGAGING WITH CONTRACTORS, USE OF THIRD PARTY INTEGRATIONS & WEBSITES**

### **7.1. Preferred Contractors**

- (a) Firemaps may connect you with certain third-party contractors that will carry out the implementation of the Treatment Plan for your property (each, a “**Contractor**”). If you decide to engage a Contractor, you acknowledge and agree that the engagement and any agreement(s) entered into between you and a Contractor with respect to the engagement, shall be solely between you and the applicable Contractor, and, Firemaps shall not be a party to, or have any responsibility or liability for, such engagement and/or the performance of the Contractor of its obligations under any related agreements between you and the Contractor.
- (b) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, FIREMAPS DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY CONTRACTOR AND/OR THE PERFORMANCE OF ANY SERVICES BY SUCH CONTRACTOR, AND FIREMAPS WILL NOT BE A PARTY TO, OR IN ANY WAY MONITOR, ANY TRANSACTION, ENGAGEMENT AND/OR RELATIONSHIP BETWEEN YOU AND ANY CONTRACTOR. YOUR USE OF AND/OR ENGAGEMENT WITH ANY CONTRACTOR SHALL BE AT YOUR SOLE AND ENTIRE RISK.

### **7.2. Third-Party Integrations & Websites**

- (A) The Platform may embed and/or integrate certain third party applications (including, without limitation, data products and/or services) which are not owned or controlled by Firemaps (“**Third Party Integrations**”). A current list of our Third Party Integrations is available [here](#). In addition, the Firemaps Service may contain links to other third party websites which are not controlled or owned by Firemaps (“**Third Party Sites**”).
- (B) The Third Party Services and Third Party Sites are not part of the “Firemaps Service” and are operated and controlled by the applicable third party providers of the Third Party Services and/or Third Party Sites. If you decide to access and use such Third Party Services and/or Third Party Sites, be advised that your use is governed solely by the terms and conditions of such Third Party Services and/or Third Party Sites. In addition, the applicable third party providers of the Third Party Services and Third Party Sites may collect, access, and use your content, personal information and/or data submitted in connection with the use of the Third Party Services and/or Third Party Sites in a manner differently than we do and we do not control their use of such information.
- (C) FIREMAPS DOES NOT ENDORSE, IS NOT RESPONSIBLE FOR, AND MAKES NO REPRESENTATIONS AS TO ANY THIRD PARTY INTEGRATIONS AND/OR THIRD PARTY SITES, THEIR CONTENT, OR THE MANNER IN WHICH THE APPLICABLE THIRD PARTY PROVIDERS HANDLE ANY CONTENT, DATA AND/OR INFORMATION THAT MAY BE COLLECTED IN CONNECTION WITH THE USE OF ANY THIRD PARTY INTEGRATIONS AND/OR THIRD PARTY SITES. FIREMAPS IS NOT LIABLE FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH YOUR ACCESS OR USE OF ANY SUCH THIRD PARTY INTEGRATIONS AND/OR THIRD PARTY SITES, OR YOUR RELIANCE ON THE PRIVACY PRACTICES OR OTHER POLICIES OF SUCH THIRD PARTY INTEGRATIONS AND/OR THIRD PARTY SITES. YOU ARE RESPONSIBLE FOR REVIEWING THE PRIVACY NOTICES FOR SUCH THIRD PARTY INTEGRATIONS AND/OR THIRD PARTY SITES.

## **8. SUBSCRIPTION FEES; PAYMENT TERMS**

**8.1. Fees.** You shall pay the applicable fees, if any, for the Subscription Plan purchased by you. Except as otherwise set forth in these Terms, the fees payable by you for the Subscription Plan will remain fixed during the Subscription Term unless you (a) exceed any applicable usage limits of the Subscription Plan, (b) upgrade the Subscription Plan, and/or (c) subscribe to additional features or products. In the event a price change applies, you will be charged at the start of the next billing cycle for such additional fees. For the avoidance of doubt, you acknowledge and agree that any downgrade to the Subscription Plan shall not take effect until the next renewal date of the applicable Subscription Term, regardless of your billing cycle for such Subscription Plan (i.e., for monthly Subscription Plans, prior to the start of the next month, and for annual Subscription Plans, prior to the start of the next year). Subscriptions Plans shall renew at Firemaps' then-current pricing for such Subscription Plan.

**8.2. Payment Terms.** All fees are due and payable in advance, unless otherwise expressly and mutually agreed to by Firemaps in writing. **You expressly agree that Firemaps is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur with Firemaps for the Subscription Plan, and you hereby authorize Firemaps (and its third party payment processors) to charge the fees to the credit card, or other payment method, you provide at the time the Subscription Plan is purchased, in accordance with the billing terms in effect at the time a fee or charge is due and payable.** If payment is not received or cannot be charged to you for any reason in advance, Firemaps reserves the right to suspend or terminate your access to the Firemaps Service, downgrade the Subscription Plan and/or terminate these Terms with respect to you. **ALL FEES ARE NON-REFUNDABLE AND NON-CANCELLABLE.**

**8.3. Taxes.** The fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, "Taxes"), and you are and shall be responsible for payment of all such taxes (other than taxes based on Firemaps' income), and any related penalties and interest, arising from the payment of the fees, the delivery of the Firemaps Service, or performance of any services by Firemaps hereunder.

## **9. TERM; TERMINATION**

**9.1. Term.** These Terms will remain in full force and effect as long as you continue to access or use the Firemaps Service (or any part thereof), or until terminated in accordance with the provisions of these Terms.

**9.2. Termination.** You may terminate this Agreement at any time by providing Firemaps written notice of such termination to [support@firemaps.co](mailto:support@firemaps.co); subject line: "*Notice of Termination*", and ceasing all access and use of the Firemaps Service. At any time, Firemaps may suspend or terminate your right to access or use the Firemaps Service (or any part thereof), and/or terminate these Terms with respect to you if Firemaps, in good faith, believes that you have used the Firemaps Service (or any part thereof) in violation of these Terms, including any incorporated guidelines, terms or rules.

**9.3. Effect of Termination.** Upon termination of these Terms for any reason, your right to access and use the Firemaps Service will automatically terminate and you shall cease all access and use thereof. The following Sections will survive any termination or expiration of this Agreement: 1, 2, 3, 4, 5, 6.3, 7, 8, 9.3, and 10 through 17.

**10. INDEMNIFICATION – OR WHAT HAPPENS IF WE GET SUED.** We hope this never happens, but if we are sued because of your use of, and/or conduct on or through, the Firemaps Service, you are responsible for all of the damages and costs that we incur or required to pay because of the suit and you may also be responsible for defending us in the suit.

Accordingly, you agree to defend Firemaps, its employees, contractors, and/or agents, and hold us harmless from and against any and all claims, actions, demands, liabilities, losses, damages, expenses, and costs (including reasonable attorney fees) arising from (a) your breach of these Terms, (c) your breach of any agreement with a Contractor and/or any disputes between you and any Contractor, (c) your use or misuse of

the Firemaps Service (or any part thereof) and/or any Third Party Integrations, (d) your User Submissions, or (e) your breach of any law or the intellectual property and/or privacy rights of a third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, in which case, you agree to cooperate with us in the defense of the claim. Some jurisdictions limit consumer indemnities, so some portions or all of this indemnity provision may not apply to you.

## **11. DISCLAIMER OF WARRANTIES**

THE FIREMAPS SERVICE (AND ALL PARTS THEREOF, INCLUDING WITHOUT LIMITATION, ANY TREATMENT PLANS), AND ANY OTHER MATERIALS OR SERVICES PROVIDED BY FIREMAPS, ARE PROVIDED "AS IS" AND "AS AVAILABLE." FIREMAPS AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, OR NON-INFRINGEMENT.

FIREMAPS AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT OR MAKE ANY GUARANTEE THAT DEFECTS WILL BE CORRECTED OR THAT THE FIREMAPS SERVICE (OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY TREATMENT PLANS), OR ANY OTHER MATERIALS OR SERVICES PROVIDED BY FIREMAPS OR CONTENT MADE AVAILABLE THROUGH THE FIREMAPS SERVICE: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE COMPATIBLE WITH YOUR HOME NETWORK, COMPUTER OR MOBILE DEVICE, OR ANY THIRD PARTY PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY INTEGRATIONS; (C) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE BASIS; OR (IV) WILL BE ACCURATE OR RELIABLE.

THE TREATMENT PLANS AND ALL INFORMATION AND/OR MATERIALS INCLUDED IN THE TREATMENT PLANS OR OTHERWISE PROVIDED AND/OR MADE AVAILABLE IN CONNECTION WITH ANY TREATMENT PLANS, IS PROVIDED FOR INFORMATIONAL PURPOSES AND PERSONAL USES ONLY. TREATMENT PLANS ARE NOT INTENDED TO BE COMPREHENSIVE AND SHOULD NOT BE SUBSTITUTED FOR INFORMATION AVAILABLE FROM APPROPRIATE LEGAL AND PROFESSIONAL ADVISORS AND/OR GOVERNMENTAL AGENCIES. FIREMAPS ASSUMES NO LIABILITY WHATSOEVER FOR INACCURACIES, MISSTATEMENTS, OR OMISSIONS RELATED TO ANY TREATMENTS PLANS AND/OR ANY INFORMATION AND/OR MATERIALS INCLUDED IN THE TREATMENT PLANS OR OTHERWISE PROVIDED AND/OR MADE AVAILABLE IN CONNECTION WITH ANY TREATMENT PLANS. YOUR USE OF OR RELIANCE UPON ANY TREATMENTS PLANS AND/OR ANY INFORMATION AND/OR MATERIALS INCLUDED IN THE TREATMENT PLANS OR OTHERWISE PROVIDED AND/OR MADE AVAILABLE IN CONNECTION WITH ANY TREATMENT PLANS IS ENTIRELY AT YOUR OWN RISK, FOR WHICH FIREMAPS WILL NOT BE LIABLE

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FIREMAPS, ANY THIRD PARTY, OR THROUGH THE FIREMAPS SERVICE, SHALL CREATE ANY WARRANTY.

## **12. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL:

(A) FIREMAPS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL OR OTHER DAMAGES RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE ACCESS, USE OF, OR INABILITY TO ACCESS OR USE THE FIREMAPS SERVICE (OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY TREATMENT PLANS), AND/OR ANY CONTENT OR OTHER MATERIALS OR SERVICES PROVIDED BY FIREMAPS, EVEN IF FIREMAPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXCEPT TO THE EXTENT SUCH DAMAGES ARISE DIRECTLY AND SOLELY FROM WILLFUL MISCONDUCT OR GROSS NEGLIGENCE ON THE PART OF FIREMAPS, AND

(B) FIREMAPS' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THESE TERMS OR THE ACCESS, USE OF, OR INABILITY TO ACCESS OR USE THE FIREMAPS SERVICE (OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY TREATMENT PLANS), AND/OR ANY CONTENT OR OTHER MATERIALS OR SERVICES PROVIDED BY FIREMAPS EXCEED THE GREATER OF (I) THE SUBSCRIPTION FEES PAID BY YOU TO FIREMAPS FOR THE FIREMAPS SERVICE IN THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, OR (II) ONE HUNDRED DOLLARS (\$100.00). FIREMAPS DISCLAIMS ALL LIABILITY OF ANY KIND OF FIREMAPS' LICENSORS AND SUPPLIERS.

**13. APPLICATION OF LIMITATIONS AND DISCLAIMERS TO CONSUMERS.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages with respect to consumers (i.e., a person acquiring goods otherwise than in the course of a business), so the exclusions set forth in Sections 11 and 12 above may not apply to you if you are a consumer. The limitations or exclusions of warranties and liability contained in these Terms do not affect or prejudice the statutory rights of a consumer. The limitations or exclusions of warranties and remedies contained in these Terms shall apply to you as a consumer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where you are located.

**14. BASIS OF THE BARGAIN.** The warranty disclaimer and limitation of liability set forth above in Section 11 and 12 are fundamental elements of the basis of the agreement between Firemaps and you. Firemaps would not be able to provide the Firemaps Service on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Firemaps' suppliers.

**15. AVAILABILITY OF THE SERVICES.** Information describing the Firemaps Service is accessible worldwide but this does not mean the Firemaps Service, or certain portions thereof, are available in your city, state and/or country. Firemaps may restrict access to the Firemaps Service, or portions thereof, in certain cities, states, and/or countries in its sole discretion. It is your responsibility to make sure your use of the Firemaps Service is legal in your city, state and/or country of residence. The Firemaps Service may not be available or accessible in all languages.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION**

**16.1. Governing Law.** These Terms will be governed by the laws of the State of California, United States of America without giving effect to any conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from these Terms, including, without limitation, application to the Platform, or any software and services provided hereunder.

**16.2. Disputes.** Except as otherwise set forth in these Terms, you agree that any dispute between you and Firemaps arising out of or relating to these Terms, our relationship, the Firemaps Service (or any part thereof), Content, and/or any services provided by Firemaps hereunder (collectively, "**Disputes**") shall be governed by the provisions set forth in this Section.

**16.3. Notice of Disputes.** A party who intends to seek arbitration or bring other action permitted under this Section 16, must first send a written notice of the Dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Dispute Notice**"). Firemaps' address for Dispute Notices is: Firemaps, Inc., Attention: *Notice of Dispute*, 939 Stanyan Street, San Francisco, CA 94117. The Dispute Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought.

**16.4. Informal Resolution.** You and Firemaps agree to use good faith efforts to resolve the Dispute directly, but if we do not reach an agreement to do so within 30 days after the Dispute Notice is received, you or Firemaps may commence an arbitration proceeding or other permitted action, as set forth in this Section 16.

**16.5. Agreement to Arbitrate.** In the interest of resolving Disputes between you and Firemaps in the most

expedient and cost-effective manner, and except as described in Section 16.9, you and Firemaps agree that every dispute arising in connection with these Terms will be resolved by binding individual (not class) arbitration (the “**Agreement to Arbitrate**”). Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This Agreement to Arbitrate includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. THIS AGREEMENT TO ARBITRATE MEANS YOU AND FIREMAPS WAIVE YOUR/ITS RESPECTIVE RIGHTS TO A JURY TRIAL. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

THE AGREEMENT TO ARBITRATE AND THIS ARBITRATION PROVISION IS GOVERNED BY THE FEDERAL ARBITRATION ACT.

**16.6. Arbitration.** Any arbitration between you and Firemaps will be settled under the Federal Arbitration Act and administered by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules (collectively, “**AAA Rules**”) as modified by this Section 16.6. You and we agree that the following rules will apply to the proceedings: (a) the arbitration will be heard and determined by a single, neutral arbitrator selected in accordance with the AAA Rules; (b) the arbitration will take place in the county where you live or at another mutually agreed location; (c) the arbitration will be conducted by telephone, online, or based solely on written submissions (at the choice of the party seeking relief); (d) the arbitration must not involve any personal appearance by the parties or witnesses (unless we and you agree otherwise), and provided that, Disputes that involve a claim of more than \$10,000 USD must be resolved per the AAA’s rules about whether the arbitration hearing has to be in-person; and (e) any judgment on the arbitrator’s rendered award may be entered in any court with competent jurisdiction. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. A party electing arbitration must initiate proceedings by filing an arbitration demand with the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Firemaps.

**16.7. Fees; Awards.** If you commence arbitration in accordance with these Terms, Firemaps will reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 USD, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Firemaps for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator’s ruling on the merits.

**16.8. Opting-Out of Arbitration.** If you do not wish to resolve disputes by binding arbitration, you may opt out of the Agreement to Arbitrate within 30 days after the date that you agree to these Terms by sending a letter to Firemaps, Inc., Attention: *Arbitration Opt-Out*, 939 Stanyan Street, San Francisco, CA 94117, that specifies: your full legal name, the email address used to register an Account (if applicable), and a statement that you wish to opt out of arbitration (“**Opt-Out Notice**”). Once Firemaps receives your Opt-Out Notice, the Agreement to Arbitrate will be void and the parties agree that the exclusive jurisdiction and venue described in Section 16.11 will govern any action arising out of or related to these Terms. The remaining provisions of this

Section 16 will not be affected by your Opt-Out Notice.

**16.9. Exception to Arbitration.** Notwithstanding anything in these Terms to the contrary to the extent you have in any manner violated or threatened to violate any of Firemaps' intellectual property rights, Firemaps may seek injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of California, United States of America, without first engaging in arbitration or the informal dispute process set forth in this Section, and you hereby consent to the personal jurisdiction and exclusive venue in such courts. In addition, despite the Agreement to Arbitrate, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; or (c) seek injunctive relief in a court of law in aid of arbitration.

**16.10. No Class Actions.** YOU MAY ONLY RESOLVE DISPUTES WITH FIREMAPS ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS AREN'T ALLOWED UNDER THESE TERMS.

**16.11. Enforceability; Venue.** If the Agreement to Arbitrate is found not to apply to your or our claim, you and Firemaps agree that any judicial proceeding will be brought in the federal or state courts located in Santa Clara County, California. Both you and Firemaps consent to venue and personal jurisdiction there.

**16.12. Time Limitation to Bring Claims.** Notwithstanding any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Firemaps Service (or any part thereof), Content, and/or any services provided by Firemaps hereunder must be filed within one (1) year after such claim or cause of action arose, otherwise that claim or cause of action will be barred forever.

**17. GENERAL.** Neither the rights nor the obligations arising under these Terms are assignable by you, and any such attempted assignment or transfer shall be void and without effect. Any waiver of any provision of these Terms must be in writing and executed by both parties. The failure of either party to exercise any right provided for by these Terms shall not be deemed a waiver of that right. If any term or provision of these Terms is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from these Terms and shall not affect the legality, enforceability or validity of the remainder of the provisions set forth in these Terms. The parties acknowledge and agree that they are dealing with each other as independent contractors and nothing in these Terms and its performance shall be construed as creating a joint venture or agency between Firemaps and you. Firemaps may delegate the performance of any services hereunder to its affiliates and contractors. These Terms are not intended to grant rights to anyone except you and Firemaps, and these Terms shall not create any third party beneficiary rights. These Terms and any other policies or terms and conditions referenced herein, constitute the entire agreement between the parties regarding the subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described. Any notice to you may be provided by email. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used in these Terms, the word "including" means "including but not limited to." You agree that these Terms will not be construed against Firemaps by virtue of having drafted them. The official text of these Terms (and any notice submitted hereunder) will be in English. The parties acknowledge that they require that these Terms be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of these Terms, reference will be made only to these Terms as written in English and not to any translation into another language. Any delay in performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

**QUESTIONS.** Please feel free to contact Firemaps at [legal@firemaps.co](mailto:legal@firemaps.co) if you have any questions about these Terms.