

NATIONAL FALLEN FIREFIGHTERS FOUNDATION

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7. **PRIVACY POLICY.** You understand, acknowledge, and agree that the operation of certain portions of the Sites and/or the receipt of certain information, such as registering through the Sites to receive newsletters, requires the submission, use, and dissemination of various personal identifying information. Accordingly, if you wish to access and use those areas of the Sites or receive access to the associated services or functionality, you acknowledge and agree that your use of these Sites

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9. **MOBILE SERVICES.** The Sites may offer certain tools or services that are available to you via your mobile phone or other mobile device (collectively, "[Mobile Services](#)"). Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services, and how much they will cost you. Nevertheless, all use of the Sites and its Mobile Services shall be in accordance with this TOU.
10. **ENFORCING SECURITY ON THE SITES.** Actual or attempted unauthorized use of the Sites may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986. NFFF reserves the right to view, monitor, and record activity on the Sites without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Sites. NFFF will also comply with all court orders involving requests for such information. In addition to the foregoing, NFFF reserves the right to at any time, and without notice, to modify, suspend, terminate, or interrupt operation of or access to each or both of the Sites, or any portion of each or both of the Sites, for any reason.
11. **POSTINGS.** Each of the Sites may contain message boards, memorial notices, e-mail, and other interactive features where Users can share knowledge, experiences and post other helpful or personally meaningful information. To the extent that the Sites contain bulletin boards, message areas, or other communication forums (collectively, "[Forums](#)"), you agree that by using either or both of the Sites you will not post or transmit any of the following materials on the Site's Forums:
 - anything, which interferes with or disrupts the Sites or the operation thereof,
 - statements or material that defames, harasses, abuses, stalks, threatens, or in any way infringes on the rights of others,
 - unauthorized copyrighted materials or any other material that infringes on the intellectual property rights, trade secrets, or privacy of another,
 - statements or material that violates other contractual or fiduciary rights, duties, or agreements,
 - statements or material that is bigoted, hateful, or racially offensive,
 - statements or material that encourages criminal conduct or that would give rise to civil liability or otherwise violates any law or regulation in any jurisdiction,
 - statements or material that constitutes anti-competitive collaboration and/or antitrust violations,
 - statements or material that contains vulgar, obscene, profane, or otherwise objectionable language or images that typically would not be considered socially or professionally responsible or appropriate in person,
 - statements or material that harms minors,
 - statements or material that impersonates any other person or entity, whether actual or fictitious, including employees and representatives of NFFF,
 - statements or material that misrepresents your affiliation with any entity and/or NFFF,
 - anything that violates the privacy or publicity rights of any other person,
 - chain letters or pyramid schemes,

- statements or material that constitutes junk mail, spam, or unauthorized advertising or promotional materials,
- statements or material that are “off-topic” for a designated Forum, or
- files that contain malicious code, viruses, corrupted files, or any other similar software or programs that may damage the operation of another’s computer, network, or these Sites.

As Forums are public, the User experience is enhanced if you follow these foregoing and following guidelines. Please use netiquette. Please be succinct and stay on topic within a particular Forum. Please remember to respect others and their opinions. NFFF encourages open and sincere communication, but urges all Users to remember that Forums are intended to be a resource for all.

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 - A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;

- A description, in reasonable detail, of where the material that you claim is infringing is located on the Sites;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- **Designated Agent: Charles Jaster, Chief Financial Officer, cjaster@firehero.org**

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notice, modify, suspend, terminate, or interrupt operation of or access to the Sites, or any portion of the Sites in order to protect the Sites, NFFF, or NFFF's business

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25. **TERM AND TERMINATION.** This TOU will take effect (or re-take effect) at the time you click “I ACCEPT”, submit a Posting, respond to a request for or other request for information, and/or begin installing, accessing, or using any of the Sites, whichever is earliest. NFFF reserves the right at any time and for any reason to deny you access to either and/or both of the Sites or to any portion thereof and to terminate this TOU. This TOU will terminate automatically if you fail to comply with this TOU, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate this TOU at any time by ceasing to use the Sites, but all applicable provisions of this TOU will survive termination, as identified below, and each re-access or use of the Sites will reapply the Terms of Use (then in effect) to you.. Upon termination, you must destroy all copies of any aspect of the Sites in your possession. The provisions concerning proprietary and intellectual property rights, permission to use Postings, submissions, indemnity, disclaimers of warranty and liability, admissibility of this TOU, and governing law will survive the termination of this TOU for any reason.
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27. **ENTIRE AGREEMENT.** No joint venture, partnership, employment, or agency relationship exists between you and NFFF as result of this TOU or your utilization of any these Sites. This TOU, NFFF's [Privacy Policy](#), and any related or associated product purchase, service, or software license agreements, which are all hereby incorporated by reference as if set forth fully herein, represent the entire agreement between you and NFFF with respect to use of any of the Sites, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and NFFF with respect to these Sites. Please note that NFFF reserves the right to change the terms and conditions of this TOU and the terms and conditions under which these Sites and its many offerings are extended to you by Posting a revised TOU and mailing and/or e-mailing notice thereof to you. In addition, NFFF may add, modify, or delete any aspect, program, or feature of these Sites. Your continued use of these Sites following any addition, modification, or deletion will be conclusively deemed acceptance of any change to the terms and conditions of this TOU. Accordingly, please review the TOU found at this location on a periodic basis.
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