

FALLEN FIRST RESERVE

TERMS OF USE

Effective February 02, 2021

Welcome to Fallen First Reserve's website hosted and operated by Fallen First Reserve, Inc. The website at <https://fallenfirstreserve.org> (the "**Fallen First Reserve**" or "**Reserve**") and related services (including Fallen First Reserve and any new features and applications) are collectively referred to as the "**Fallen First Reserve Services**" or "**Services**". All donors to the Fallen First Reserve and the Fallen First Reserve Services (each a "**User**" and collectively referred to as "**Users**" or, generally, "**you**," "**your**"), are subject to these Terms of Use (the "**Terms of Use**") in contract with Fallen First Reserve, Inc. ("**we**," "**us**," "**our**"), 5850 Bahia Way South St. Pete Beach, FL 33706.

The Fallen First Reserve contains information about services Fallen First Reserve provides and how you can support Fallen First Reserve's mission to honor and empower first responders in need.

By browsing or using the Site, you agree to comply with and be bound by the Terms, which, together with our **Privacy Policy**, governs our relationship with you as it relates to your use of this Site.

In order to use the Site, you must be (i) 18 or older, or 13 or older and your parent or legal guardian must consent to the Terms on your behalf; (ii) have the power to enter a binding contract with Fallen First Reserve; and (iii) not be prohibited from doing so under any applicable laws.

We reserve the right to change or modify the Terms at any time without notice and in its sole discretion. Any changes or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of the Site following the posting of changes or modifications will constitute your acceptance of such changes or modifications. Therefore, you should periodically review these Terms. If you do not agree to these Terms at any time, you must stop using the Site. If you have any questions about these Terms, please contact us at info@fallenfirstreserve.org.

Description of Services

The Fallen First Reserve is offered on the Fund the First Platform as an on-going campaign to allow for tax deductible donations to be used in the event of a first responder line of duty death. The Fallen First Reserve is a 501(c)(3), non-profit organization and established as such under the applicable laws of incorporation in the State of Florida.

By using the Fallen First Reserve Services, you also agree to Fund the First's [Terms of Service](#).

Accessibility

The mission of Fallen First Reserve is to honor and empower First Responders, and we endeavor to make sure our website is accessible to all users. If you find any portion of this website inaccessible, please contact info@fallenfirstreserve.org.

Privacy Policy

Please refer to our **Privacy Policy** for information on how Fallen First Reserve collects, protects, stores, uses, and discloses information it collects from the Site users, donors, registered first responders, and their caregivers.

You represent and agree that all information you provide to Fallen First Reserve will be true, accurate, current and complete and that you will update such information as necessary to maintain such information as true, accurate, current and complete. Fallen First Reserve will not be liable for any loss or damage arising from your failure to comply with these requirements. You acknowledge and agree that any personal information that you provide to Fallen First Reserve will be used by Fallen First Reserve in accordance with our **Privacy Policy**.

Copyright and Limited License

Except as otherwise marked, the Site and all content and other materials on the Site, including, without limitation all trademarks, service marks, texts, graphics, pictures, video, information, software, other files, and the selection and arrangement thereof (collectively, the "**Site Materials**"), are the proprietary property of Fallen First Reserve or Fallen First Reserve's licensors and are protected by U.S. and international copyright, trademark, and other intellectual property laws. Permission is granted to access and use the Site only in accordance with these Terms and the other rules and restrictions contained in the Site. You may only use the Site Materials for your personal, non-commercial use. In addition, you agree that such permission does not include: (a) any commercial use or any resale or redistribution of the Site or the Site Materials; (b) the distribution, public performance or public display of any Site Materials, except as expressly permitted on the Site, (c) making any derivative works or uses of the Site or the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; (f) copying or otherwise using any trademark or service mark on the Site, in whole or in part, without the prior written permission of Fallen First Reserve or the applicable trademark holder; or (g) any use of the Site or the Site Materials other than for its intended purpose. The permissions granted herein are revocable at any time, with or without cause.

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Donations

Any Site user may become a donor by making a donation to the Fallen First Reserve through the Fund the First platform. You acknowledge and agree that you are under no obligation to become a donor and that you will be solely responsible for any decision to become a donor. You understand that your donation is being made to the Fallen First Reserve hosted campaign and that Fallen First Reserve has exclusive legal control over all donations. In the event that you make a donation, you may be required to provide credit card or other payment information. You represent and agree that all payment information you provide to Fallen First Reserve or Fallen First Reserve's third party service providers will be true, accurate, current, and complete and that you will update such payment information as necessary to maintain such information as true, accurate, current and complete. In the event that your payment cannot be processed due to inaccurate payment information, insufficient funds, or any other reason, you agree to immediately provide Fallen First Reserve with alternative payment information to fulfill your donation. You agree that a certain minimum Donation amount may apply, and that all Donations are final and will not be refunded unless Fallen First Reserve, in its sole discretion, agrees to issue a refund.

User Submissions

Any comments, information, feedback, pictures, video, or other materials submitted to Fallen First Reserve or to the Site (via any medium including e-mail and regular mail) (collectively "**Submitted Materials**"), shall be deemed non-confidential, except as set forth in our **Privacy Policy**.

By providing Submitted Materials to Fallen First Reserve or the Site, you warrant that you have all necessary rights to grant, for you and any other person that may have a right to the Submitted Materials, and hereby automatically grant to Fallen First Reserve a royalty-free, worldwide, perpetual, irrevocable, nonexclusive and fully sub-licensable right (including any moral rights) and license to use, store, license, reproduce, modify, transmit, creative derivative work from, publish, publicly display, publicly perform, and distribute such Submitted Materials (in whole or in part) and to incorporate all or part of the Submitted Materials in other works, including for marketing and fundraising purposes, in any form, media, or technology, currently known, or not yet invented. If you submit feedback or suggestions about the Site or Fallen First Reserve programs or

services, Fallen First Reserve may use your feedback or suggestions without obligation to you. You release Fallen First Reserve from any claims of privacy for use of your image and/or likeness.

You accept all risks associated with providing Submitted Materials to Fallen First Reserve or the Site. You shall be solely responsible for your own Submitted Materials and the consequences of submitting, posting, or publishing them. Without limiting the foregoing, Fallen First Reserve shall be free to use the Submitted Materials in any way without acknowledgment or compensation to you.

You agree that you will not submit or transmit any of the following to the Site:

- Anything that interferes with or disrupts the Site or its operation;
- Anything that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, or encourages conduct that would be considered unlawful;
- Anything that dilutes or negatively impacts the trademarks, service marks, or intellectual property rights of Fallen First Reserve, including the associated goodwill.
- Anything that portrays Fallen First Reserve in a false, misleading, derogatory or otherwise defamatory manner.
- Unauthorized copyrighted materials, or any other material that infringes on the intellectual property rights, rights of publicity or personality, trade secrets, confidentiality, or privacy of others;
- Any misrepresentations, including anything that impersonates any other person or entity, whether actual or fictitious, or that misrepresents your affiliation with any entity;
- Anything that contain malicious code, “trojan horses,” viruses, malware, corrupted files, or any other similar software or programs that may hinder or damage the operation of another’s computer, network, or the Site; or
- Anything else that Fallen First Reserve determines is contradictory to its charitable mission or is otherwise objectionable in Fallen First Reserve’s sole discretion.

Copyright Infringement Notice

Fallen First Reserve respects copyright and other intellectual property rights and expects all Site users to do the same. If you are a copyright holder, or its agent, and believe that any copyrighted material on the Site infringes your copyrighted work, please email us at info@fallenfirstreserve.org.

When providing this notice, please include as much detail as possible. Fallen First Reserve will work to identify the allegedly infringing material and, if necessary, will take reasonable steps to remove or disable access to such material. Please note that Fallen First Reserve may provide the rights owner’s name, your email address, and the details of your report to the person who posted the reported material.

Links to and from the Site

This Site may contain links to third party websites. Any such links are provided solely as a convenience to you. Neither the inclusion of any such links nor the reference to any products, services, or other information, by trade name, trademark, manufacturer, supplier or otherwise constitutes or implies endorsement, sponsorship, or recommendation by Fallen First Reserve.

Without limiting the generality of the foregoing, you agree that any such third party websites are not under the control of Fallen First Reserve, that Fallen First Reserve is not responsible for the content, products or services provided via any such third party websites, and that you are solely responsible for any claims, damages or liabilities incurred by you as a result of your use of any such third party websites. Your business dealings or correspondence with, or participation in promotions of, third parties other than Fallen First Reserve, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Fallen First Reserve is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on the Site.

If you would like to link another website to this Site, such link may not suggest or imply Fallen First Reserve's endorsement or approval of any product, position, entity, or individual; portray Fallen First Reserve in a false, misleading, derogatory or otherwise defamatory manner; or appear on a site containing any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. You hereby agree to remove such link at any time at Fallen First Reserve's sole discretion. You may not use the Fallen First Reserve logo or other proprietary graphic or text of Fallen First Reserve to link to the Site without the express prior written permission of Fallen First Reserve. Further, you may not frame the Site without Fallen First Reserve's express prior written consent. Pre-made, Fallen First Reserve approved graphic links are available and can be obtained by contacting info@fallenfirstreserve.org.

Disclaimer of Warranty

You acknowledge and agree that, to the fullest extent permitted by applicable law, this site, all site materials, and all services and information provided via this site, are provided on an "as is" basis without any representations or warranties whatsoever. Without limiting the generality of the foregoing, you acknowledge and agree that Fallen First Reserve does not represent or warrant that this site, any site materials, or services will meet your requirements, or that the use of this site, any site materials, or services will be uninterrupted or error-free. To the fullest extent permitted by applicable law, Fallen First Reserve hereby disclaims all warranties not expressly set forth in these terms, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Limitation of Liability

To the fullest extent permitted by applicable law, in no event will Fallen First Reserve or its affiliates, officers, directors, employees, or agents be liable to you or any third party for any direct, indirect, special, incidental, punitive, or consequential damages arising out of your use of or inability to use this site or any site materials, your uploading or downloading of any content to or from this site, or any donation that you make via this site, regardless of the manner in which such damages are incurred or designated, or for any loss of profits, even if Fallen First Reserve was informed of the possibility of such damages or loss.

Termination

Notwithstanding any of these Terms, Fallen First Reserve reserves the right, without notice and in its sole discretion, to discontinue the Site or any associated service and to terminate your license to use and block your access to the Site at any time without notice. You hereby release Fallen First Reserve from any and all claims, damages, liabilities and causes of action arising out of the modification or discontinuation of any or all features of this Site and the suspension or termination of your access to this Site or any associated services.

General

If any provision of these Terms is deemed unlawful, void or for any reason unenforceable, then such provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms and your use of the Site are governed and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be entirely performed in the State of Florida, without resort to its conflict of law provisions. You agree that any action at law or in equity arising or in any way relating to these Terms shall be filed only in the state courts located in the State of Florida and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms.

Fallen First Reserve controls and operates this Site from the United States. Fallen First Reserve makes no representation that materials in this Site are appropriate or available for use in other locations, and access to this Site from territories where its contents are illegal is prohibited. If you choose to access this Site from other locations, you do so on your own initiative and at your own risk and are responsible for compliance with applicable local laws.

These Terms constitutes the entire agreement and supersede any and all other understandings and agreements between you and Fallen First Reserve with respect to

the subject matter hereof and no representation, statement or promise not contained herein shall be binding on you or Fallen First Reserve.

Although these Terms may be updated or modified by Fallen First Reserve from time to time as set forth therein, Fallen First Reserve will not be bound by any other amendments or modifications to these Terms unless expressly accepted in writing by Fallen First Reserve in a written amendment expressly referencing these Terms. These Terms may not be supplemented or modified by any course of dealing or trade usage.

Questions & Contact Information

Thanks for visiting the Site! If you have any questions or comments regarding the Site, please email info@fallenfirstreserve.org. For more information about how to contact Fallen First Reserve, please visit our **Contact** page.