

Terms of Service and Privacy Policy

Welcome to Fire Data

Your use of this website, the services and the related technology for optimizing your YouTube channel(s) that We may provide through Our website(s) including all associated data, graphics, text, information and software that We may make available to you (collectively the “Services”) is subject to these Terms of Service (the “Terms” or the “Agreement”) between you and Fire Data LLC, (“Us”, “We, or “Our”).

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service. We may change the Terms or suspend Service at anytime without notice to you. By using our Services, you agree to the Terms, including any modifications we make. If you object to any such modifications, your sole recourse shall be to cease using the Service. Continued use of the Service following any such modifications indicates you acknowledge and agree to be bound by the modifications.

Upon mutual agreement, you and Fire Data may enter into a separate written agreement (“Separate Service Agreement”). Upon entry into any Separate Service Agreement, both parties shall be bound by the terms and conditions of that Separate Service Agreement and that Separate Service Agreement shall control.

Who May Use the Service?

You must be at least 18 years old to use the Service. By using the Service, you represent that you are at least 18 years old.

Businesses: If you are using the Service on behalf of a company or organization, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Privacy

This privacy notice for Fire Data LLC ("Company," "we," "us," or "our"), describes how and why we might collect, store, use, and/or share ("process") your information when you use our services ("Services"), such as when you:

- Visit our website at <https://firedata.gg>, or any website of ours that links to this privacy notice
- Connect your social media accounts to your user account on our website
- Engage with us in other related ways, including any purchases, marketing, or events

Questions or concerns? Reading this privacy notice will help you understand your privacy rights and choices. If you do not agree with our policies and practices, please do not use our Services. If you have any questions or concerns, please contact us at privacy@firedata.gg.

What personal information do we process?

- When you visit, use, or navigate our Services, we may process personal information depending on how you interact with company and the Services, the choices you make, and the products and features you use.

Do we process any sensitive personal information?

- We may process sensitive personal information when necessary with your consent or as otherwise permitted by applicable law if shared with Us.

Do we receive any information from third parties?

- We do not receive any information from third parties as to our website. Any information received as a result of Services shall be governed under a separate agreement between the Parties as applicable.

How do we process your information?

- We process your information to provide, improve, and administer our Services, communicate with you, for security and fraud prevention, and comply with the law. We may also process your information for other purposes with your consent. We process your information only when we have a valid legal reason to do so or as may be established by third-party contract with us.

In what situations and with which types of parties do we share personal information?

- We may share information in specific situations and with specific categories of third parties as laid out in a separate agreement to provide Services or as required by law.

How do we keep your information safe?

- We have organizational and technical processes and procedures in place to protect your personal or confidential information. However, no electronic transmission over the internet or information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your information.

What are your rights?

- Depending on where you are located geographically, the applicable privacy law may mean you have certain rights regarding your personal information. If you are in a jurisdiction that provides you the right to be “forgotten” please contact us with the relevant information and request at the email below.

How do I exercise my rights?

- The easiest way to exercise your rights is by contacting us at privacy@firedata.gg. We will consider and act upon any request in accordance with applicable data protection laws.

What Information do we collect

Personal Information You Disclose To Us

We collect personal information that you voluntarily provide to us when you register or authorize the performance of Services, express an interest in obtaining information about us, our products and Services, when you participate in activities on the Services, or otherwise when you contact us.

Personal Information Provided by You. The personal information that we collect depends on the context of your interaction with us and the Services, the choices you make, and the products and features you use. The personal information we collect may include the following:

- names
- email addresses
- usernames
- contact preferences
- IP address

Sensitive Information. When necessary, with your consent or as otherwise permitted by applicable law, we process the following categories of sensitive/confidential information:

- financial data
- View/engagement data associated with Social Media sites
- Personal information provided

Payment Data. We may collect data necessary to process your payment if you make purchases, such as your payment instrument number (such as a credit card number), and the security code associated with your payment instrument. All payments will be processed by Stripe, PayPal and subject to their privacy policy viewable at <https://stripe.com/privacy> <https://www.paypal.com/myaccount/privacy/privacyhub>

Social Media Login Data. We may provide you with the option to register with us using your existing social media account details, like your Facebook, x(formerly) Twitter, or other social media account. If you choose to register in this way, we will collect the information described in the section called "HOW DO WE HANDLE YOUR SOCIAL LOGINS?" below.

HOW DO WE PROCESS YOUR INFORMATION?

We process your personal information for a variety of reasons, depending on how you interact with our Services, including:

- To facilitate account creation and authentication and otherwise manage user accounts. We may process your information so you can create and log in to your account, as well as keep your account in working order.

- To deliver and facilitate the delivery of services to the user. We may process your information to provide you with the requested service.
- To respond to user inquiries/offer support to users. We may process your information to respond to your inquiries and solve any potential issues you might have with the requested service.
- To send administrative information to you. We may process your information to send you details about our products and services, changes to our terms and policies, and other similar information.
- To fulfill and manage your orders. We may process your information to fulfill and manage your orders, payments, returns, and exchanges made through the Services.
- To request feedback. We may process your information when necessary to request feedback and to contact you about your use of our Services.
- To send you marketing and promotional communications. We may process the personal information you send to us for our marketing purposes if this is in accordance with your marketing preferences. You can opt-out of our marketing emails at any Eme. For more information, see "WHAT ARE YOUR PRIVACY RIGHTS?" below).
- To protect our Services. We may process your information as part of our efforts to keep our Services safe and secure, including fraud monitoring and prevention or to revert a social media channel, subject to the terms of the Services agreement.
- To identify usage trends. We may process information about how you use our Services to better understand how they are being used so we can improve them.
- To determine the effectiveness of our marketing and promotional campaigns. We may process your information to Better understand how to provide marketing and promotion campaigns that are most relevant to you.
- To save or protect an individual's vital interest. We may process your information when necessary to save or protect an individual's vital interest, such as to prevent harm.

2. WHAT LEGAL BASES DO WE RELY ON TO PROCESS YOUR INFORMATION?

If you are located in the EU, UK, or other place of location which requests compliance in relation to date privacy this section applies to you.

- Consent. We may process your information if you have permitted us (i.e., consent) to use your personal information for a specific purpose. You can withdraw your consent at any Eme.
- Performance of a Contract. We may process your personal information when we believe it is necessary to fulfill our contractual obligations to you, including providing our Services or at your request before entering into a contract with you.
- Legitimate Interests. We may process your information when we believe it is reasonably necessary to achieve our legitimate business interests and those interests do not outweigh

your interests and fundamental rights and freedoms. For example, we may process your personal information for some of the purposes described to:

- Send users information about special offers and discounts on our products and services
 - Develop and display personalized and relevant advertising content for our users
 - Analyze how our services are used so we can improve them to engage and retain users
 - Support our marketing activities
 - Diagnose problems and/or prevent fraudulent activities
 - Understand how our users use our products and services so we can improve user experience
- Legal Obligations. We may process your information where we believe it is necessary for compliance with our legal Obligations, such as to cooperate with a law enforcement body or regulatory agency, exercise or defend our legal rights, or disclose your information as evidence in litigation in which we may become involved.
 - Vital Interests. We may process your information where we believe it is necessary to protect your vital interests or the vital interests of a third party, such as situations involving potential threats to the safety of any person.
 - We shall comply with any Services Agreement and that Agreement shall control in the event of a conflict between the two policies.

If you are located in Canada, this section applies to you.

We may process your information if you have given us specific permission (i.e., express consent) to use your personal information for a specific purpose, or in situations where your permission can be inferred (i.e., implied consent). You can withdraw your consent at any time.

In some exceptional cases, we may be legally permitted under applicable law to process your information without your consent, including, for example:

- If collection is clearly in the interests of an individual and consent cannot be obtained in a reasonable way
- For investigation and fraud detection and prevention
- For business transactions provided certain conditions are met
- If it is contained in a witness statement and the collection is necessary to assess process or settle an insurance claim
- For identifying injured, ill, or deceased persons and communicating with next of kin.
- If it is reasonable to expect collection and use with consent would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws

of Canada or a province

- If disclosure is required to comply with a subpoena, warrant, court order, or rules of the court relating to the production of records

3. WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?

We may share your data with third-party vendors, service providers, contractors, or agents ("third parties") who perform services for us or on our behalf and require access to such information to do that work. We have contracts in place with our third parties, which are designed to help safeguard your personal information. This means that they cannot do anything with your personal information unless we have instructed them to do so. They will also not share your personal information with any organization apart from us. They also commit to protect the data they hold on our behalf and to retain it for the period we instruct. The categories of third parties we may share personal information with are as follows:

- Website Hosting Service Providers
- User Account Registration & Authentication Services
- Testing Tools
- Social Networks
- Sales & Marketing Tools
- Retargeting Platform
- Product Engineering & Design Tools
- Performance Monitoring Tools
- Payment Processors
- Order Fulfillment Service Providers
- Finance & Accounting Tools
- Data Storage Service Providers
- Data Analytics Services
- Government or Judicial requests
- Communication & Collaboration Tools
- Cloud Computing Services

We also may need to share your personal information in the following situations:

- **Business Transfers.** We may share or transfer your information in connection with, or during negotiation of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Affiliates.** We may share your Information with our affiliates, in which case we will require those affiliates to honor this privacy notice. Affiliates include our parent company and any subsidiaries, joint venture partners, or other companies that we control or that

are under common control with us.

- Business Partners. We may share your Information with our business partners to offer you certain products, services, or promotion.
- Other Users. When you share personal Information (for example, by posting comments, contributions, or other content to the Services) or otherwise interact with public areas of the Services, such personal Information may be viewed by all users and may be publicly made available outside the Services in perpetuity. If you interact with other users of our Services and register for our Services through a social network (such as Facebook), your contacts on the social network will see your name, profile photo, and description of your activity. Similarly, other users will be able to view descriptions of your activity, communicate with you within our Services, and view your profile.

4. WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?

The Services may link to third-party websites, online services, or mobile applications and/or contain advertisements from third parties that are not affiliated with us and which may link to other websites, services, or applications. Accordingly, we do not make any guarantee regarding any such third parties, and we will not be liable for any loss or damage caused by the use of such third-party websites, services, or applications. The inclusion of a link towards a third-party website, service, or application does not imply an endorsement by us. We cannot guarantee the safety and privacy of data you provide to any third parties. Any data collected by third parties is not covered by this privacy notice. We are not responsible for the content or privacy and security practices and policies of any third parties, including other websites, services, or applications that may be linked to or from the Services. You should review the policies of such third parties and contact them directly to respond to your questions.

5. IS YOUR INFORMATION TRANSFERRED INTERNATIONALLY?

Our servers are located in the United States. If you are accessing our Services from outside the United States, please be aware that your Information may be transferred to, stored, and processed by us in our facilities and by those third parties with whom we may share your personal Information (see "WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?" above), in the United States, and other countries.

If you are a resident in the European Economic Area (EEA) or the United Kingdom (UK), then these countries may not necessarily have data protection laws or other similar laws as comprehensive as those in your country. However, we will take all necessary measures to protect your personal Information in accordance with this privacy notice and applicable law.

European Commission's Standard Contractual Clauses:

We have implemented measures to protect your personal Information, including by using the European Commission's Standard Contractual Clauses for transfers of personal Information between our group companies and between us and our third-party providers. These clauses require all recipients to protect all personal Information that they process originating from the EEA or UK in accordance with European data protection laws and regulations. Our Standard Contractual Clauses can be provided upon request. We have implemented similar appropriate safeguards with our third-party service providers and partners and further details can be provided

upon request.

6. HOW LONG DO WE KEEP YOUR INFORMATION?

We will only keep your personal Information for as long as it is necessary for the purposes set out in this privacy notice unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements). No purpose in this notice will require us to keep your personal Information for longer than the period in which users have an account with us.

When we have no ongoing legitimate business need to process your personal Information, we will either delete or anonymize such Information or, if this is not possible (for example, because your personal Information has been stored in backup archives), then we will securely store your personal Information and isolate it from any further processing until deletion is possible.

7. HOW DO WE KEEP YOUR INFORMATION SAFE?

We have implemented appropriate and reasonable technical and organizational security measures designed to protect the security of any personal Information we process. However, despite our safeguards and efforts to secure your Information, no electronic transmission over the Internet or Information storage technology can be guaranteed to be 100% secure, so we cannot promise or guarantee that hackers, cybercriminals, or other unauthorized third parties will not be able to defeat our security and improperly collect, access, steal, or modify your Information. Although we will do our best to protect your personal Information, the transmission of personal Information to and from our Services is at your own risk. You should only access the Services within a secure environment.

8. DO WE COLLECT INFORMATION FROM MINORS?

We do not knowingly solicit data from or market to children under 18 years of age. By using the Services, you represent that you are at least 18 or that you are the parent or guardian of such a minor and consent to such minor dependent's use of the Services. If we learn that personal Information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under the age of 18, please contact us at privacy@firedata.gg.

9. WHAT ARE YOUR PRIVACY RIGHTS?

In some regions (like the EEA, UK, and Canada), you have certain rights under applicable data protection laws. These may include the right (i) to request access and obtain a copy of your personal Information, (ii) to request rectification or erasure; (iii) to restrict the processing of your personal Information; and (iv) if applicable, to data portability. In certain circumstances, you may also have the right to object to the processing of your personal Information. You can make such a request by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below.

We will consider and act upon any request in accordance with applicable data protection laws.

If you are located in the EEA or UK and you believe we are unlawfully processing your personal

Information, you also have the right to complain to your local data protection supervisory authority. You can find their contact details here: https://ec.europa.eu/jusEce/data-protecEon/bodies/authoriEes/index_en.htm.

Withdrawing your consent: If we are relying on your consent to process your personal Information, which may be express and/or implied consent depending on the applicable law, you have the right to withdraw your consent at any Eme. You can withdraw your consent at any Eme by contacting us by using the contact details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below.

However, please note that this will not affect the lawfulness of the processing before its withdrawal, nor when applicable law allows, will it affect the processing of your personal Information conducted in reliance on lawful processing grounds other than consent.

Opting out of marketing and promotional communications: You can unsubscribe from our marketing and promotional communications at any Eme by clicking on the unsubscribe link in the emails that we send or by contacting us using the details provided in the section "HOW CAN YOU CONTACT US ABOUT THIS NOTICE?" below. You will then be removed from the marketing lists. However, we may still communicate with you — for example, to send you service-related messages that are necessary for the administration and use of your account, to respond to service requests, or for other non-marketing purposes.

Account Information

If you would at any time like to review or change the Information in your account or terminate your account, you can:

- Log in to your account settings and update your user account.
- Contact us using the contact Information provided.

Upon your request to terminate your account, we will deactivate or delete your account and Information from our active databases. However, we may retain some Information in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our legal terms, and/or comply with applicable legal requirements.

If you have questions or comments about your privacy rights, you may email us at privacy@firedata.gg.

10. CONTROLS FOR DO-NOT-TRACK FEATURES

Most web browsers and some mobile operating systems and mobile applications include a Do-Not-Track ("DNT") feature or setting you can activate to signal your privacy preference not to have data about your online browsing activities monitored and collected. At this stage, no uniform technology standard for recognizing and implementing DNT signals has been finalized. As such, we do not currently respond to

DNT browser signals or any other mechanism that automatically communicates your choice not to be tracked online. If a standard for online tracking is adopted that we must follow in the future, we will inform you about that practice in a revised version of this privacy notice.

11. DO CALIFORNIA RESIDENTS HAVE SPECIFIC PRIVACY RIGHTS?

California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits our users who are California residents to request and obtain from us, once a year and free of charge, Information about categories of personal Information (if any) we disclosed to third parties for direct marketing purposes and the names and addresses of all third parties with which we shared personal Information in the immediately preceding calendar year. If you are a California resident and would like to make such a request, please submit your request in writing to us using the contact Information provided below.

If you are under 18 years of age, reside in California, and have a registered account with Services, you have the right to request the removal of unwanted data that you publicly post on the Services. To request the removal of such data, please contact us using the contact Information provided below and include the email address associated with your account and a statement that you reside in California. We will make sure the data is not publicly displayed on the Services, but please be aware that the data may not be completely or comprehensively removed from all our systems (e.g., backups, etc.).

CCPA Privacy Notice

The California Code of Regulations defines a "resident" as:

- (1) every individual who is in the State of California for other than a temporary or transitory purpose and
- (2) every individual who is domiciled in the State of California who is outside the State of California for a temporary or transitory purpose

All other individuals are defined as "non-residents."

If this definition of "resident" applies to you, we must adhere to certain rights and Obligations regarding your personal Information.

What Categories Of Personal Information Do We Collect?

We have collected the following categories of personal Information in the past twelve (12) months:

Category	Examples	Collected
A. Identifiers	Contact details, such as real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name	YES
B. Personal Information categories listed in the California Customer Records statute	Name, contact Information, education, employment, employment history, and financial Information	YES

C. Protected classification characteristics under California or federal law	Gender and date of birth	NO
D. Commercial Information	Transaction Information, purchase history, financial details, and payment Information	YES
E. Biometric Information	Fingerprints and voiceprints	NO
F. Internet or other similar network activity	Browsing history, search history, online behavior, interest data, and interaction with our and other websites, applications, systems, and advertisements	YES
G. Geolocation data	Device location	NO
H. Audio, electronic, visual, thermal, olfactory, or similar Information	Images and audio, video, or call recordings created in connection with our business activities	YES
I. Professional or employment-related Information	Business contact details to provide you our services at a business level or job title, work history, and professional qualifications if you apply for a job with us	NO
J. Education Information	Student records and directory Information	NO
K. Inferences are drawn from other personal Information	Inferences are drawn from any of the collected personal Information listed above to create a profile or summary about, for example, an individual's preferences and characteristics	NO

We may also collect other personal Information outside of these categories in instances where you interact with us in person, online, or by phone or mail in the context of:

- Receiving help through our customer support channels;
- Participation in customer surveys or contests; and
- Facilitation in the delivery of our Services and response to your inquiries. You may contact us by email at privacy@firedata.gg,

If you are using an authorized agent to exercise your right to opt-out we may deny a request if the

authorized agent does not submit proof that they have been validly authorized to act on your behalf.

Will Your Information Be Shared With Anyone Else?

We may disclose your personal Information with our service providers pursuant to a written contract between us and each service provider. Each service provider is a for-profit entity that processes the Information on our behalf.

We may use your personal Information for our business purposes, such as for undertaking internal research for technological development and demonstration. This is not considered to be "selling" of your personal Information.

Company has not sold any personal Information to third parties for a business or commercial purpose in the preceding twelve (12) months. Company has disclosed the following categories of personal Information to third parties for a business or commercial purpose in the preceding twelve (12) months:

- Category A. Identifiers, such as contact details like your real name, alias, postal address, telephone or mobile contact number, unique personal identifier, online identifier, Internet Protocol address, email address, and account name.
- Category B. Personal Information, as defined in the California Customer Records law, such as your name, contact Information, education, employment, employment history, and financial Information.
- Category C. Characterizes of protected classifications under California or federal law, such as gender or date of birth.
- Category D. Commercial Information, such as transaction Information, purchase history, financial details, and payment Information.
- Category F. Internet or other electronic network activity Information, such as browsing history, search history, online behavior, interest data, and interactions with our and other websites, applications, systems, and advertisements.

The categories of third parties to whom we disclosed personal Information for a business or commercial purpose can be found under "WHEN AND WITH WHOM DO WE SHARE YOUR PERSONAL INFORMATION?".

Your Rights Concerning Your Personal Data

Right To Request Deletion Of The Data — Request To Delete

You can ask for the deletion of your personal Information. If you ask us to delete your personal Information, we will respect your request and delete your personal Information, subject to certain exceptions provided by law, such as (but not limited to) the exercise by another consumer of his or her right to free speech, our compliance requirements resulting from a legal obligation, or any processing that may be required to protect against illegal activities.

Right To Be Informed — Request To Know

Depending on the circumstances, you have a right to know:

- whether we collect and use your personal Information;
- the categories of personal Information that we collect;
- the purposes for which the collected personal Information is used;
- whether we sell your personal Information to third parties;
- the categories of personal Information that we sold or disclosed for a business purpose;
- the categories of third parties to whom the personal Information was sold or disclosed for a business purpose; and
- the business or commercial purpose for collecting or selling personal Information.

In accordance with applicable law, we are not obligated to provide or delete consumer Information that is de-identified in response to a consumer request or to re-identify individual data to verify a consumer request.

We will not discriminate against you if you exercise your privacy rights.

Verification Process

Upon receiving your request, we will need to verify your identity to determine if you are the same person about whom we have the Information in our system. These verification efforts require us to ask you to provide Information so that we can match it with the Information you have previously provided us. For instance, depending on the type of request you submit, we may ask you to provide certain Information so that we can match the Information you provide with the Information we already have on file, or we may contact you through a communication method (e.g., phone or email) that you have previously provided to us. We may also use other verification methods as the circumstances dictate.

We will only use the personal Information provided in your request to verify your identity or authority to make the request. To the extent possible, we will avoid requesting additional Information from you for verification. However, if we cannot verify your identity from the Information already maintained by us, we may request that you provide additional Information to verify your identity and for security or fraud prevention purposes. We will delete such additionally provided Information as soon as we finish verifying you.

Other Privacy Rights

You may object to the processing of your personal Information.

You may request correction of your personal data if it is incorrect or no longer relevant or ask to restrict the processing of the Information.

You can designate an authorized agent to make a request under the CCPA on your behalf. We may deny a request from an authorized agent that does not submit proof that they have been validly authorized to act on your behalf in accordance with the CCPA. You may request to opt-out from future selling of your personal Information to third parties. Upon receiving an opt-out request,

we will act upon the request as soon as feasibly possible, but no later than fifteen (15) days from the date of the request submission.

To exercise these rights, you can contact us by email at privacy@firedata.gg. If you have a complaint about how we handle your data, we would like to hear from you.

12. DO WE MAKE UPDATES TO THIS NOTICE?

We may update this privacy notice from Time to Time. The updated version will be indicated by an updated "Last Updated" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy notice, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy notice frequently to be informed of how we are protecting your Information.

13. HOW CAN YOU CONTACT US ABOUT THIS NOTICE?

If you have questions or comments about this notice, you may email us at privacy@firedata.gg or by post to:

Fire Data LLC

750 N Saint Paul St STE 250

PMB 64031

Dallas Texas 75201

United States

14. HOW CAN YOU REVIEW, UPDATE, OR DELETE THE DATA WE COLLECT FROM YOU?

Based on the applicable laws of your country, you may have the right to request access to the personal Information we collect from you, change that Information, or delete it in some circumstances. To request to review, update, or delete your personal Information, please email privacy@firedata.gg.

License and Permitted Use

We are granting you a limited, personal, non-exclusive and non-transferable license to use the Service for individual, consumer purposes. Your right to use the Service is conditioned on your compliance with these Terms. You have no other rights in the Service and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Services in any manner. If you breach these Terms this license will terminate.

You may not copy, modify or create derivative works based on the Services, or any portion(s) of the Service; distribute, transmit, publish or otherwise disseminate the Services; transfer to any third party any of your rights under this Agreement; access or use the Subscription Services for

the benefit of any third party; attempt to access or derive the source code or architecture of the Services; attempt to breach any security or authentication feature or measures of the Services; interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting malicious software or computer code (“Malicious Code”) to the website(s); transmit any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to use under any law or under contractual or fiduciary relationships; (iii) contains any Malicious Code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person or entity; (v) constitutes unsolicited or unauthorized materials; or (vi) is otherwise objectionable; violate any applicable law or regulations in connection with your use of the Services; use any data mining, robots, or similar data gathering or extraction methods in connection with the Service through any means other than through the interface that is provided by Us for use in accessing the Service; attempt to gain unauthorized access to any portion of the Service or any other accounts, computer systems, or networks connected to the Service, whether through hacking, password mining, or any other means; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; or permit any third party to do any of the foregoing.

Certain uses of the Services may be subject to additional limitations, restrictions, terms and/or conditions specific to such use (“Additional Terms”) set forth in a separate agreement between you and Us. In such cases, the applicable Additional Terms will be made available to you and your access to and use of the Services will be contingent upon your acceptance of and compliance with such Additional Terms. If there should be a conflict between the Additional Terms and this Agreement, the Additional Terms shall control.

Third Party Components, Services, and Links

Some software used in Our Services may contain or otherwise make use of software, code or related materials from third parties (“Third Party Components”), including under an open-source license or Google Cloud Vision license. Certain Third-Party Components may be subject to separate license terms that accompany such Third-Party Components that, to the extent they conflict with the terms of this Agreement, supersede the terms of this Agreement, so please be sure to read those licenses as well.

By using your YouTube Content within Our website and Services you are agreeing to be bound by YouTube’s Terms of Service. We recommend that you review YouTube’s Terms of Service regularly. If you join an affiliated server or platform you agree to be bound by that service or platform’s Terms of Service.

The Service may contain links to third-party websites and online services that are not owned or controlled by Us. We have no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

Registering an Account

To access certain aspects of the Service you must register and pay a subscription fee. By completing the registration process for the Service, you agree to subscribe to the selected Services,

subject to the terms and conditions of this Agreement. You agree to provide Us with accurate and complete registration information and to promptly notify Us in the event of any changes to any such information.

You shall be solely responsible for the security and proper use of all user IDs and passwords used in connection with the Services and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly, and are not disclosed to or used by any other person or entity. You shall immediately inform Us if there is any reason to believe that a user ID or password for the Services has or

is likely to become known to someone not authorized to use it or is being or is likely to be used in an unauthorized way.

Subscriptions

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Governing Law. You agree that: (i) the Service shall be deemed solely based in Texas; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Texas. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or

warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas including its statutes of limitations without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). You agree to submit to the personal jurisdiction of the federal and state courts located in Tarrant County, Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks,

trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Tarrant County, Texas is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. For any dispute with Fire Data , you agree to first contact us at support@firedata.gg and attempt to resolve the dispute with us informally. In the unlikely event that Fire Data has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “Claims”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Grapevine, Texas, unless you and Fire Data agree otherwise. If you are using the Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Fire Data from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

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