

Terms of Service

Last Updated: July 31, 2023

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.

Who May Use the Service?

Age Requirements

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.

Your Use of Our Service

Privacy

We are committed to protecting your privacy. Please read our Privacy Policy for full details.

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.

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

By registering an account with Us and paying a subscription fee, you gain access to certain additional Services offered on and through the Service (a "Subscription"). Each Subscription and the associated rights and privileges provided to each subscriber are personal and non-transferable. All payments of Subscription fees are non-refundable.

You may pay for your Subscription fees via our third-party payment processor by credit card, debit card or any other payment method specified at the time of purchase of your Subscription. Upon processing your Subscription fee you will receive an email notification that your Subscription has been activated.

We reserve the right to revise our fees, including by increasing or adding new fees, at any time on thirty (30) days' notice. Such notice may be sent to you by email to your most recently provided email address or posted on Our website or by any other manner chosen by Us in our commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the website on the day it was posted. Your use of the Service after the thirty (30) day notice period constitutes your acceptance of the new or revised fees. If you do not agree to the revised fees, you may cancel your Subscription.

IMPORTANT NOTICE ON AUTO-RENEWAL: DEPENDING ON THE BILLING OPTION YOU CHOOSE WHEN YOU REGISTER FOR YOUR SUBSCRIPTION, WE WILL AUTOMATICALLY RENEW YOUR SUBSCRIPTION ON EACH MONTHLY OR YEARLY ANNIVERSARY OF THAT DATE THAT WE CHARGE YOUR OFFERED METHOD OF PAYMENT FOR THE FIRST SUBSCRIPTION FEE AND, AS AUTHORIZED BY YOU DURING THE SUBSCRIPTION SIGN-UP PROCESS, WE WILL CHARGE YOUR OFFERED METHOD OF PAYMENT WITH THE APPLICABLE SUBSCRIPTION FEE AND ANY SALES OR SIMILAR TAXES THAT MAY BE IMPOSED ON YOUR SUBSCRIPTION FEE PAYMENT (UNLESS YOU CANCEL PRIOR TO THE ANNIVERSARY DATE). EACH SUBSCRIPTION RENEWAL PERIOD IS FOR ONE MONTH OR ONE YEAR, DEPENDING ON THE BILLING OPTION YOU CHOOSE. YOU MAY CANCEL OR DOWNGRADE YOUR SUBSCRIPTION AT ANY TIME FROM WITHIN THE SERVICE OR BY CONTACTING US AT support@firedata.gg . IF YOU DOWNGRADE OR CANCEL YOUR SUBSCRIPTION, YOU WILL ENJOY YOUR CURRENT SUBSCRIPTION BENEFITS UNTIL THE EXPIRATION OF THE THEN-CURRENT SUBSCRIPTION PERIOD FOR WHICH YOU HAVE PAID, AND YOUR SUBSCRIPTION BENEFITS WILL DOWNGRADE OR EXPIRE AT THE END OF THE THEN-CURRENT SUBSCRIPTION PERIOD.

Payments and No Refund Policy

You agree to pay all applicable fees related to your Subscription. We may suspend or terminate your account and/or access to the Service if your payment is late and/or your offered payment method (e.g. credit card or debit card) cannot be processed. By providing a payment method, you expressly authorize Us to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto at regular intervals, all of which depend on your particular Subscription and utilized Services.

We understand that you might cancel your account, but please know that We will not provide any refund(s) and you will be responsible for paying any balance due on the account. To make things less complicated, you agree that We may charge any unpaid fees to your provided payment method and/or send you a bill for such unpaid fees.

Consent to Receive Email

We may send you transactional messages related to our Services. We may send marketing communications to users and you may unsubscribe from any such communications at any time by clicking the “unsubscribe” link found within Our emails or by emailing us at support@firedata.gg. Please note you will continue to receive transactional messages related to our Services, even if you unsubscribe from marketing emails.

Indemnity

You shall indemnify, release and hold harmless Us and Our parents, subsidiaries, affiliates, licensors and service providers, and each of Our respective officers, directors, employees and agents, from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the website(s) and/or the Services, in violation of this Agreement, or infringement of any intellectual property or other right of any person or entity. If you are a California resident, you waive California Civil Code Section 1542, which says: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Warranty Disclaimers

WE AND OUR SERVICE PROVIDERS AND LICENSORS PROVIDE THE WEBSITE AND SERVICES ON AN “AS IS” AND “AS PROVIDED” BASIS, WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AVAILABILITY OF THE WEBSITE OR SERVICES. WE MAKE NO REPRESENTATION THAT THE WEBSITE AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR, BUG OR VIRUS FREE AND SHALL NOT BE HELD RESPONSIBLE IN ANY WAY OR BY ANY MEANS, EITHER DIRECTLY OR INDIRECTLY, FOR ANY COMMUNICATIONS DIFFICULTIES, ACCESS DELAYS, ANY INTERRUPTION AND/OR DATA DELIVERY, NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION, OR EVENTS BEYOND OUR REASONABLE CONTROL.

Limitation of liability

WITHOUT LIMITING THE FOREGOING, WE SHALL NOT BE LIABLE TO YOU OR YOUR BUSINESS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF YOUR USE OF THIS WEBSITE OR ANY SERVICES PROVIDED, WHETHER FOR BREACH OF WARRANTY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND IRRESPECTIVE OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. YOU HEREBY WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE YOU OF AN ADEQUATE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL OUR LIABILITY EXCEED ONE HUNDRED U.S. DOLLARS (\$100).

CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED “WARRANTY DISCLAIMERS” AND “LIMITATION OF LIABILITY” ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Proprietary Rights

"Fire Data" is a trademark that belongs to Us. Other trademarks, names and logos on the Service are the property of their respective owners.

Unless otherwise specified in these Terms, all materials, including the arrangement of them on the Service are Our sole property. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

Rights to Content

Content defined:

For purposes of this Agreement: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and metrics, information or other materials that are posted, generated, provided or otherwise made available through and to the website(s) or Services; and (ii) “User Content” means any Content that users (including you) provide to be made available through and to the website(s) or Services. Content includes without limitation User Content.

Content Ownership

We do not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, We and Our licensors exclusively own all right, title and interest in and to the website(s) and Services and Content, and all underlying software, technology and processes and any enhancements or modifications thereto, including all associated intellectual property rights therein. You acknowledge that the website(s), Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the website(s), Services or Content.

Rights in User Content Granted by You

By making any User Content available through the website(s) or Services you hereby grant to Us a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, publicly display, publicly perform and distribute your User Content in connection with operating, providing and improving Our Services and Fire Data 's business.

You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant Us the license rights in your User Content under this Agreement. You also represent and warrant that neither your User Content, nor your use and

provision of your User Content to be made available through the website(s) or Services, nor any use of your User Content by Us on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Rights in Content Granted by Us

Subject to your compliance with this Agreement, We grant you a limited, non-exclusive, non-transferable, non-sublicensable license to view, copy, display and print the Content solely in connection with your permitted use of the Services.

Feedback

Any feedback that you provide to Us about the Service (e.g., comments, questions, suggestions – collectively, “Feedback”) through any communication whatsoever (e.g., call, email, via the website(s)) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. You understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

DMCA/Copyright Policy

We respect copyright law and expect Our users to do the same. It is Our policy to terminate in appropriate circumstances account holders who repeatedly infringe or are believed to be repeatedly infringing the rights of copyright holders. Please reach out to us at dmca@firedata.gg if you believe one of Our users has infringed a copyrighted work.

GOVERNING LAW, ARBITRATION, AND CLASS ACTION/JURY TRIAL WAIVER

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 or 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). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. 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.

Arbitration. 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.

Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND FIRE DATA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

General

Certain violations of these Terms, as determined by Us, may require immediate termination of your access to the Service without prior notice to you. If any of these Terms are deemed inconsistent with applicable law, then such term(s) shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. By choosing not to enforce any of these Terms, We are not waiving Our rights. These Terms are the entire agreement between you and Us with respect to the subject matter herein and, therefore, supersede all prior or contemporaneous negotiations, discussions or agreements between us about the Service. The proprietary rights, disclaimer of warranties, representations made by

you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CONTACT US

If you have any questions about these Terms or otherwise need to contact Us for any reason, you can reach us at 750 N Saint Paul St, Suite 250, PMB 64031, Dallas, TX 75201 mail to: support@firedata.gg.