TERMS AND CONDITIONS

1. LICENSE GRANT. These Sites are provided by NFFF, and this TOU provides to you (identified hereinafter as "you" or a "User") a personal, revocable, limited, non-exclusive, royalty-free, nontransferable, and non-sublicenseable license to use these Sites conditioned on your continued compliance with the terms and conditions of this TOU. You may print and download materials and information from these Sites solely for your personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information. This TOU is only a license and not an assignment or sale. Accordingly, you expressly acknowledge and agree that NFFF transfers no ownership or intellectual property interest or title in and to the Sites to you or anyone else.

2. LICENSE GRANT RESTRICTIONS. Notwithstanding the foregoing, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Sites. Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Sites or in any way reproduce or circumvent the navigational structure or presentation of the Sites to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Sites, (ii) attempt to gain unauthorized access to any portion or feature of the Sites or any other system(s) or network(s) connected to the Sites or to any NFFF server(s) or to any of the services offered on or through the Sites, by hacking, password "mining," or any other illegitimate means, (iii) probe, scan, or test the vulnerability of the Sites or any network(s) connected to the Sites, nor breach the security or authentication measures on the Sites or any network(s) connected to the Sites, (iv) reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Sites, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Sites or NFFF's system(s) or network(s) or any system(s) or network(s) connected to the Sites, (vi) use any device, software, or routine to interfere with the proper working of the Sites or any transaction conducted on the Sites, or with any other person's use of the Sites, (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmission you send to NFFF on or through the Sites, (viii) use the Sites to harvest or collect email addresses or other personally identifiable information, or (ix) use the Sites in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact NFFF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COPYING OR REPRODUCING ANY SERVICES, PROGRAMS, PRODUCTS, OR MATERIALS PROVIDED BY NFFF TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

3. USER OBLIGATIONS. By installing, accessing, or using these Sites in order to view our information and materials, make a donation, enter into a transaction through the Sites, or submit a "Posting" (as further defined below), you represent that you are at least eighteen (18) years of age (or the legal age of majority) (whichever is greater)) and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on these Sites,
including, without limitation, when you provide information via a Site registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, NFFF reserves the right to terminate immediately your access and use of these Sites and/or to remove any of your Postings (as defined below) to the Sites. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of these Sites. You also acknowledge and agree that use of the Internet and these Sites are solely at your own risk. While NFFF has endeavored in each instance to create a secure and reliable Site, you should understand that the confidentiality of any communication or material transmitted to/from the Sites over the Internet or other global communication network cannot be guaranteed. Accordingly, NFFF is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the Sites, or for the consequences of any reliance on such information. You must make your own determination as to these issues.

4. PROPRIETARY RIGHTS. All text, graphics, user interfaces, visual interfaces, photographs, audio, video, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Sites, unless otherwise indicated, are owned, controlled, and licensed by NFFF and/or its suppliers and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, NFFF does not grant any express or implied right to you or any other person under any intellectual or proprietary rights. Accordingly, your unauthorized use of these Sites may violate intellectual property or other proprietary rights laws as well as other laws, regulations, and statutes. Please be aware that NFFF actively and aggressively enforces its intellectual property rights to the fullest extent of the law. The EveryoneGoesHome.com Web site is Copyright © 2003 - 2015 National Fallen Firefighters Foundation and/or its licensors, and the Firehero.org Web site is Copyright © 2003 - 2015 National Fallen Firefighters Foundation and/or its licensors. All rights reserved for both of the Sites. NFFF also owns a copyright in the contents of the Sites as collective work and/or compilation and in the selection, coordination, arrangement, and enhancement of the content of these Sites. Any downloadable or printable programs, information, or materials available through these Sites and all copyrights, trade secrets, and know-how related thereto, unless otherwise indicated, are owned by NFFF and/or its suppliers. FIRE HERO, the National Fallen Firefighters Foundation logo, the EVERYONE GOES HOME plus logo design mark, TAKING CARE OF OUR OWN, and all other names, logos, and icons identifying NFFF and its programs, products, and services are proprietary trademarks of NFFF, and any use of such marks without the express written permission of NFFF is strictly prohibited. Other product and company names mentioned herein may be the trademarks and/or service marks of their respective owners.

5. TAX WITHHOLDING. NFFF is a nonprofit, tax-exempt 501(c)(3) organization. Contributions to NFFF are tax-deductible as charitable contributions for federal tax purposes to the extent such contributions exceed the value of any goods or services received in return. Payments for goods purchased through the NFFF online store found on each of the Sites are generally not tax-deductible as charitable contributions for federal tax purposes. Any questions about the tax deductibility of payments or contributions to NFFF should be directed to your tax advisor.

6. ON-LINE-PURCHASES; SPECIFIC PROGRAMS; OTHER TERMS AND CONDITIONS. Additional notices, terms, and conditions may apply to the purchase of goods, participation in a particular program, donation of money or items, and/or to specific portions or features of each of the Sites, all of which are made a part of this TOU by this reference. You agree to abide by such other notices, terms, and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such program, service, or feature. If there is a conflict between this TOU and the terms posted for or applicable to a specific portion of the Sites, including any areas to enable the on-line submission of donations, the on-line purchase of items, or for any program or service offered on or through the Sites, the latter terms shall control with respect to your use of that portion of the Sites. NFFF's obligations, if any, with respect to its services, programs, and/or products are governed solely by the terms, conditions, notices, and agreements pursuant to which they are provided, and nothing on these Sites should be construed to alter such terms, conditions, notices, and agreements.

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
will constitute acceptance of NFFF’s personal identifying information collection and use practices. Please see NFFF’s Privacy Policy for a summary of NFFF’s personal identifying information collection and use practices.

8. **USER NAME HANDLING POLICY.** Registration for access to certain areas of the Sites may require both a user name and a password or adherence to other particular access requirements as designated by NFFF. Only one person can use one user name and password and, thus, one account. By limiting access, it helps avoid unauthorized usage by other persons, institutions, or entities because anyone with knowledge of both your user name and password can gain entry to the restricted portions of the Sites and to your account. Accordingly, you agree to consider your user name and password as confidential information and to keep your user name and password confidential. In addition, you are solely responsible for maintaining the confidentiality and security of your account access information and for all activities that occur under or through your account, and you agree to immediately notify NFFF if you become aware of any loss or theft of your password or any unauthorized use of your user name and password. NFFF will not be liable for any loss or damage arising from your failure to comply with these obligations.

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.

12. PERMISSION TO USE POSTINGS. By submitting content or information of any type (a "Posting") to a Forum or other portion of either or both of these Sites or by otherwise using the Sites to transmit or display a Posting, you automatically grant NFFF a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, translate, create derivative works from, distribute, transmit, perform, and display such content or information (in whole or in part) contained in or a part of the Posting worldwide and/or to incorporate into other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. You also acknowledge that such submissions are non-confidential for all purposes. Notwithstanding this right and license, it is understood that by merely permitting your information, content, and materials to appear on these Sites NFFF has not become and is not a publisher of such information, content, and materials and is merely functioning as an intermediary to enable you to provide and display a Posting. NFFF assumes no responsibility for the deletion of or failure to display or store any Posting.

13. NO PRE-SCREENING OF POSTINGS. NFFF is not responsible for screening, policing, editing, or monitoring your or another User's Postings and encourages all of its Users to use reasonable discretion caution in evaluating or reviewing any Posting. Moreover, and except as provided below with respect to NFFF's right and ability to delete or remove a Posting (or any part thereof), NFFF does not endorse, oppose, or edit any opinion or information provided by you or another User and does not make any representation with respect to, nor does it endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement, or other material displayed, uploaded, or distributed by you or any other User. Nevertheless, NFFF reserves the right to delete or take other action with respect to Postings (or parts thereof) that NFFF believes in good faith violate this TOU and/or are potentially unlawful. If you violate this TOU, NFFF may, in its sole discretion, delete the unacceptable content from your Posting, remove or delete the Posting in its entirety, issue you a warning, and/or terminate your use of the Sites. Moreover, it is a policy of NFFF to take appropriate actions under the Digital Millenium Copyright Act and other applicable intellectual property laws. If you become aware of Postings that violate these rules regarding acceptable behavior or content, you may contact NFFF as provided below.

14. COPYRIGHT; DESIGNATED AGENT FOR NOTIFICATION OF CLAIMS OF INFRINGEMENT. NFFF respects the intellectual property of others, and it ask you to do the same. Accordingly, it is NFFF’s policy to respond to a notice of alleged infringement that complies with U.S. Copyright Law, and in particular, the Digital Millennium Copyright Act. Responses may include removing or disabling access to content or material claimed to be the subject of infringing activity and/or terminating your right to access and use the Sites. But, you acknowledge that you may be liable for damages, including attorneys' fees and costs, if you materially misrepresent that a work or activity is infringing your rights. If NFFF deletes a Posting or terminates or suspends access to or use of the Sites, NFFF will make a good-faith attempt (as warranted) to contact the person who posted the content so that they may make counter notification pursuant to applicable laws. It is NFFF's policy to document all notices of alleged infringement upon which NFFF decides to take action. As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public. If you believe that one or more of your works have been copied in a way that constitutes copyright infringement, please provide a written notice of your claim of copyright infringement that is directed to NFFF’s designated agent as specified below along with the following information:

• A signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
• 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

Counter notification, as permitted by applicable law and, in particular, the Digital Millennium Copyright Act, may be sent to the NFFF’s Designated Agent. All counter notifications must include responsive information to what is set forth above including any required statements or signatures.

15. SUBMISSIONS. NFFF welcomes your feedback and suggestions about how to improve these Sites. By transmitting any suggestions, information, material, or other content (collectively, “feedback”) to NFFF, you represent and warrant that such feedback does not infringe the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that you have all rights necessary to convey such feedback to NFFF. In addition, any feedback received through these Sites will be deemed to include a royalty-free, perpetual, irrevocable, transferable, non-exclusive right and license for NFFF to adopt, publish, reproduce, disseminate, transmit, distribute, copy, use, create derivative works, and display (in whole or in part) worldwide, or act on such feedback without additional approval or consideration, in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content, and you hereby waive any claim to the contrary.

16. THIRD PARTY PRODUCTS/SERVICES. NFFF, in its sole discretion, may post the advertisements of third parties on these Sites and/or feature materials, programs, products, and services provided by third parties. NFFF makes no representations with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of such third party materials, programs, products, and services or any other materials, programs, products, and services which such third party materials, products, and services may access. Your correspondence or any other dealings with third parties found on these Sites are solely between you and such third party. NFFF expressly disclaims responsibility and liability for all third party provided materials, programs, products, and services contained on or accessed through the Sites, and you agree that NFFF shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such third parties on these Sites.

17. LINKS TO OTHER SITES. NFFF may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating related information, products, and services. These sites have not necessarily been reviewed by NFFF and are maintained by third parties over which NFFF exercises no control. Accordingly, NFFF expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or quality of the products or services provided by, available through, or advertised on these third party web sites. Moreover, these links do not imply an endorsement with respect to any third party or any web site or the products or services provided by any third party.

18. LINKS TO THIS SITE. NFFF encourages and permits text links to these Sites and its content. NFFF is an organization committed to the highest ethics and standards and therefore, any links to these Sites should not suggest that NFFF promotes or otherwise endorses any third party products, services, programs, causes, campaigns, websites, or information unless NFFF has provided prior written consent for such promotion or endorsement.

19. DISCLAIMER. WHILE NFFF ENDEAVORS TO PROVIDE THE MOST ACCURATE, UP-TO-DATE, AND RELIABLE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, AND MATERIALS AVAILABLE, THE INFORMATION, SERVICES, PROGRAMS, PRODUCTS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THESE SITES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. NFFF DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE USE OR THE RESULTS OF THE USE OF ANY INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY SAFETY TOOL OR INITIATIVE INFORMATION, AND NO CONTENT, AUDIO, VIDEO, OR MATERIALS POSTED, MADE AVAILABLE THROUGH, OR ACCESSIBLE ON THE SITES SHOULD BE RELIED UPON AS A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED SAFETY, MEDICAL, AND/OR
20. **LIMITATION OF LIABILITY.** You expressly absolve and release NFFF from any claim of harm resulting from a cause beyond NFFF’s control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. Moreover, in no event shall NFFF be liable for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of these sites or with the delay or inability to use these sites, or for any information, services, programs, products, and materials available through these sites, or otherwise arising out of utilization of these sites, whether based in contract, tort, strict liability, or otherwise, even if NFFF has been advised of the possibility of such damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. Notwithstanding the foregoing, total liability of NFFF for any reason whatsoever related to use of either or both of these sites shall not exceed the total amount paid by you to NFFF during the past six months in connection with the subject matter of the particular dispute.

21. **INDEMNITY.** You agree to defend, indemnify, and hold harmless NFFF and its affiliates and all of their employees, agents, directors, officers, proprietors, partners, representatives, shareholders, servants, attorneys, predecessors, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from any breach by you of this TOU.

22. **GOVERNING LAW.** This TOU has been made in and will be construed and enforced in accordance with the laws of the State of Maryland as applied to agreements entered into and completely performed in the State of Maryland. Any action to enforce this TOU will be brought in the federal or state courts presiding in Baltimore, MD, U.S., and all parties to this TOU expressly agree to be subject to the jurisdiction of such courts. Any claim you might have against NFFF must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. A printed version of this TOU and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this TOU to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. These Sites are controlled and operated by NFFF from its offices within the United States. NFFF makes no representation that the Sites are appropriate or available for use in other locations, and access to the Sites from territories or nations where any aspect of the Sites are illegal is prohibited. You access these Sites on your own volition and are responsible for compliance with all applicable local laws.

23. **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 under U.S. federal law. NFFF reserves the right to view, monitor, and record activity on the Sites without notice or permission from you, including, without limitation, by archiving notices or communications sent by you through the Sites. 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 or unlawful activity on the Sites as well as to disclosures required by or under applicable law or related government agency actions. NFFF will also comply with all court orders or subpoenas involving requests for such information. In addition to the foregoing, NFFF reserves the right to, at any time and without
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

24. **INJUNCTIVE RELIEF.** You acknowledge that any breach, threatened or actual, of this TOU,
including, without limitation, with respect to unauthorized use of NFFF proprietary assets, will cause
irreparable injury to NFFF, such injury would not be quantifiable in monetary damages, and NFFF
would not have an adequate remedy at law. You therefore agree that NFFF shall be entitled, in
addition to other available remedies, to seek and be awarded an injunction or other appropriate
equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of
your obligations under any provision of this TOU. Accordingly, you hereby waive any requirement
that NFFF post any bond or other security in the event any injunctive or equitable relief is sought by
or awarded to NFFF to enforce any provision of this TOU.

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.

26. **WAIVER & SEVERABILITY.** Failure to insist on strict performance of any of the terms and
conditions of this TOU will not operate as a waiver of any subsequent default or failure of
performance. No waiver by NFFF of any right under this TOU will be deemed to be either a waiver
of any other right or provision or a waiver of that same right or provision at any other time. If any
part of this TOU is determined to be invalid or unenforceable pursuant to applicable law including,
but not limited to, the warranty disclaimers and the liability limitations set forth above, then the
invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that
most clearly matches the intent of the original provision and the remainder of this TOU shall
continue in effect.

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 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.

28. **CONTACT INFORMATION.** If you have questions regarding these Sites or if you are interested in
obtaining more information concerning NFFF and its products or services or permission to use any
NFFF content, please contact the National Fallen Firefighters Foundation at 301-447-1365 (phone),
301-447-1645 (facsimile), or firehero@firehero.org (e-mail).