

## **TERMS AND CONDITIONS FOR 111FIREPREP.COM “ELITE AND MASTERS” MEMBERS**

Welcome to 111FIREPREP.COM. We are a subscription service that provides our members with access to monthly entry-level firefighter interview preparation videos streamed over the Internet to certain Internet-connected TV's, computers and other devices

**Recurring Billing.** By starting your 111FIREPREP.COM “ELITE OR MASTERS” membership, you authorize us to charge you a monthly membership fee at the then-current rate, and any other charges you may incur in connection with your use of the 111FIREPREP.COM service to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to promotional offers and/or changing or adding a plan, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges.

**Price Changes.** We reserve the right to adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes to your service will take effect following email notice to you.

**Billing Cycle.** The membership fee for our service will be billed at the beginning of the paying portion of your membership and each month thereafter unless and until you cancel your membership. We automatically bill your Payment Method each month on the calendar day corresponding to the commencement of your paying membership. Membership fees are fully earned upon payment. We reserve the right to change the timing of our billing, in particular, as indicated below if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if you started your 111FIREPREP.COM “ELITE OR MASTERS” membership or became a paying member on January 31st, your next payment date is likely to be February 28th, and your Payment Method would be billed on that date. Your renewal date may change due to changes in your Membership.

**No Refunds.** PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS. Following any cancellation, your account will be immediately canceled. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

**Payment Methods.** 111FIREPREP.COM uses a third-party site (Stripe) to process all payments. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information or cancel your account (see, "Cancellation" below), you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. This may result in a change to your payment billing dates.

**Cancellation.** You may cancel your 111FIREPREP.COM “ELITE OR MASTERS” membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED VIDEOS. 111FIREPREP.COM “ELITE AND MASTERS PLAN”. Once the request is in for cancellation, your membership will be suspended. The member agrees to a month to month charge with the card they have on file. If the member wants to cancel

their service/s, they must submit their notice via email to (**fireinterviewprep@gmail.com, subject line CANCEL, include their name, number, address, and reason**). **NOTE: ONCE YOUR MEMBERSHIP IS CANCELLED, YOU WILL NOT HAVE ACCESS TO THE MATERIAL AVAILABLE ON THE SITE. If your cancellation request is submitted on that day you have been charged, you will not get a refund.**

**Late charge.** Every customer/client who does not submit a cancellation notice via (email, text) before **24 hours** of their 1-1 prep and has not paid in full at the going rate will be charged an additional **\$50.00**. This fee will be kept on file until they have completely paid all current charges.

**Service.** All materials therein or transferred thereby, including, without limitation, text, graphics, logos, trademarks, service marks, copyrights, photographs, audio, videos, and all Intellectual Property Rights related thereto, are the exclusive property of [ Ronald Herrera, 11 FIREPREPLLC]. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, share, download, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof. 11 FIREPREP.COM has the right to refuse service to anyone. We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services.

**Website owner, the offering, and binding of Terms.** This website is owned and operated by [11 FIREPREPLLC]. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors [INTERVIEW TIPS VIA VIDEO]. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

**Retention of right to change offering.** We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

**Ownership of intellectual property, copyrights and logos.** The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of [RONALD HERRERA]. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

**Indemnification.** You agree to indemnify and hold [RONALD HERRERA] harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

**Limitation of liability.** To the maximum extent permitted by applicable law, in no event shall [RONALD HERRERA], be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service. AND/OR To the maximum extent permitted by applicable law, [RONALD HERRERA] assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

**Right to change and modify Terms.** We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not

agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

**Videos, recordings.** You as the member/client agree to give 111FIREPREPLLC all rights to download and use the material you have submitted. Any document, audio, video, picture, any electronic format, can be used without your consent. This information can be uploaded to the site and published without your consent.

**Master Program Membership:** Dates and Times for your one on one prep are posted on the site. You must select a day available on the site in order to schedule your prep. It is your responsibility to constantly check the site and look at the times available.

**Non-disclosure:** The Recipient / Client / Member hereto desires to participate in discussions regarding 1-11 FIRE PREP LLC (interview material, notes, audio, video, 1-1 in person prep, group preparation, coaching, or any type of transaction). During these discussions via (in person, web, FaceTime, email, over the phone) the Disclosing party (1-11 FIRE PREP LLC, RONALD HERRERA) may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the Recipient and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Definition of Confidential Information.**

(a) For purposes of this agreement, “**Confidential Information**” means any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to : (1) any marketing strategies, plans, financial information, or projections, operations, sales, business plans.(2) technical information, invention, pending invention, design, business model, process, procedure, formula. (3) **Any and all information** that is provided by 1-11 FIRE PREP LLC RONALD HERRERA, is considered confidential and that the Recipient will agree to **never disclose any type of information we go over at any time in any format** (format which can include: audio, video, verbal, photo, PowerPoint, email, webpage, smartphone, application, presentation, workshop, interview/prep, questions, interview questions, logo, production, written, word document, PDF, copied, and/or taught to others). Recipient agrees and understands the definition of “**Confidential Information**”

You “**The Recipient**” understand that if **any** information above is disclosed to any other party other than yourself, he/she will be held liable and **legal actions** can occur by 1-11 FIRE PREP LLC RONALD HERRERA . “**The Recipient**” must also know that there is **no end date** to when you can disclose this information. You “**The Recipient**” agree to these terms.

These terms and conditions were established by Ronald Herrera. The sole owner of 111FIREPREPLLC. Those who subscribe to any plans offered on the 111fireprep.com agree to these terms and conditions. If you do not agree to these terms and conditions, please do not subscribe.