TERMS OF USE

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TL;DR

FIREkit uses your data to provide and improve the service.

FIREkit does not own your data.

FIREkit does not sell your data to third parties and does not use it for advertising purposes.

These Terms of Use of the site: https://firekit.space are binding for all Users.

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You agree that by accessing the Site, You have read, understood and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE RULES, YOU ARE STRICTLY PROHIBITED FROM USING THE SITE AND MUST IMMEDIATELY CEASE USING THE SITE.

Additional terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, at our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will notify you of any changes by updating the "Last Updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Rules each time you use our Site so that you understand which Rules apply. You will be subject to changes in any revised Terms of Use and will be deemed to have read and accepted them by continuing to use the Site after the date of publication of such revised Terms.

The information provided on the Site is not intended for distribution or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or where we would be subject to any requirements in respect of registration within such jurisdiction or country. Accordingly, those individuals who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, or to the extent that local laws may be applicable.

INTELLECTUAL PROPERTY RIGHTS

In case You are authorized to use the Site, You are granted access to use the Site and to download or print a copy of any part of the Content to which You have properly obtained access solely for Your personal, non-commercial use. We reserve all rights not expressly granted to you in the Site, Content and Marks.

USER STATEMENTS

By using the Site, you represent and warrant that you have legal capacity and agree to abide by these Terms of Use of the Site; You will not access the Site through automated or non-human means, whether through a bot, script or otherwise; You will not use the Site for any illegal or unauthorized purpose; and Your use of the Site will not violate any applicable law or regulation.

USER REGISTRATION

You may need to register on the Site using trusted authorization providers. For example, you can use your Google or Facebook account to sign up.

PROHIBITED ACTIONS

You may not access or use the Site for any purpose other than that for which we provide access to the Site. The Site may not be used in connection with any commercial endeavors other than those specifically approved or confirmed by us.

As a user of the Site, you agree not to do the following actions:

- Systematically obtain data or other content from the Site to create or assemble, directly or indirectly, a collection, compilation, database or directory without our written permission.
- Deceive, defraud, or mislead us or other users, especially in any attempt to learn sensitive account information such as user passwords.
- Bypass, disable or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or provide restrictions on the use of the Site and the Content contained therein.
- Disrespect, libel, or otherwise cause harm to us or the Site.
- Use any information obtained from the Site for the purpose of harassing, abusing or harming another person.
- Misuse our support services or make false reports of abuse or misconduct.
- Use the Site in a manner that violates any applicable laws or rules.
- Engage in unauthorized framing or posting of links to the Site.
- Upload or transmit (or attempt to upload or transmit) viruses, trojan programs or other material, including excessive capitalization and spam (continuous posting of repetitive text), that interferes with the smooth use of the Site by any party or modifies, impairs, disrupts, alters or interfere with the use, features, functions, operation or maintenance of the Site.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any artificial intelligence, robots or similar data collection and extraction tools.
- Remove any copyright or other proprietary notices from any Content.
- Upload or transmit (or attempt to upload or transmit) any material that acts as a passive or active information gathering or transmission mechanism, including without limitation clear graphic interchange formats ("gif"), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware", "passive collection mechanisms" or "pcms").
- Interfere with, disrupt or overburden the Site or the networks or services connected to the Site.
- Harass, pursue, intimidate or threaten any of our employees or agents involved in providing you with any part of the Site.
- Attempt to circumvent any Site measures designed to prevent or restrict access to the Site or any part of the Site.
- Copy or adapt the Site's software, including but not limited to HTML, JavaScript or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble or reverse engineer any software that contains or in any way constitutes a part of the Site.
- Except as may result from the normal use of a search engine or internet browser, use, run, develop or distribute any automated system, including without limitation any spider, robot, cheat utility, web scraper or offline reader accessing the Site, or use or run any unauthorized script or other software.
- Use a purchasing agent or buyer to make purchases on the Site.
- Make any unauthorized use of the Site, including collecting user names or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Site in any effort to compete with us or otherwise use the Site.

SUBSCRIPTION

Subscription period

The Site or certain parts of the Site are available only with a paid subscription. You will be billed in advance on a regular or recurring basis (monthly, quarterly, or annually), depending on the type of subscription plan you selected when you purchased your subscription. At the end of each period, your subscription will automatically renew under the terms in effect at the time of billing, unless canceled by you or FIREkit.

Cancellation of subscription

You can cancel your subscription renewal on your account settings page or by contacting FIREkit. You will not receive a refund of the fees you have already paid for the current subscription period, and you will have access to the Service until the end of your current subscription period.

Invoicing

FIREkit will issue an electronic invoice indicating that you must make the payment yourself within a specified deadline, with full payment corresponding to the billing period as indicated on the invoice.

Subscription cost changes

FIREkit may, at its sole discretion, change the subscription price at any time. Any change to the subscription fee will be effective at the end of the current subscription period. FIREkit will provide you with advance notice of any changes to the Subscription Fee to allow you to terminate your Subscription before such change becomes effective. Your continued use of the Service after the revised subscription price becomes effective constitutes your agreement to pay the revised subscription fee.

Refund

Except as required by law, subscription fees are non-refundable. Certain Subscription refund requests may be considered by the Company on a case-by-case basis and will be processed at the Company's sole discretion.

USER CONTRIBUTIONS

The Site may invite you to communicate, participate in blogs, message boards, online forums and other features, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute or broadcast content and materials to us or on the Site, including but not limited to text, recordings, video, audio, photographs, graphics, comments, suggestions, personal information or other materials (hereinafter referred to as "Contributions"). When you create any Contribution, you hereby represent and warrant that:

- You are the creator and owner of, or have the necessary licenses, rights, consents, releases and permissions to use, and you authorize us, the Site and other users of the Site to use your Contributions in any manner provided by the Site and these Site Terms of Use.

- Your Contribution is not unsolicited or unauthorized advertising, promotional material, pyramid schemes, chain letters, spam, bulk mailings or other forms of harassment.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, abusive, defamatory or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, humiliate, intimidate or offend anyone.
- Your Contributions are not used to harass or threaten (within the legal meaning of those terms) any other person, or to encourage violence against a particular person or class of people.
- Your Contributions do not violate any applicable law, rule or regulation.
- Your Contributions do not violate any third party's right to privacy or right of publicity.
- Your Contributions do not violate any applicable child pornography laws or other laws designed to protect the health or welfare of minors.
- Your Contributions do not contain any offensive comments related to race, national origin, gender, sexual preference or physical disability.
- Your Contributions do not infringe in any other way or contain links to material that violates any provision of these Terms of Use or any applicable law or regulation.

Any use of the Site in violation of the above is a violation of these Terms of Use of the Site and may lead, among other things, to the termination or suspension of your rights to use the Site.

LICENSE TO PLACE CONTRIBUTIONS

By posting your Contributions to any part of the Site or making Materials available to the Site by linking your account from the Site to any of your social media accounts, you automatically grant, and you represent and warrant that you have the right to provide us with unlimited , perpetual, irrevocable, continuous, non-exclusive, transferable, royalty-free, fully paid, worldwide right and license to host, use, copy, reproduce, sell, resell, rename, archive, store, cache, publicly perform, reformat, translate, transmit, extract (in whole or in part), and (including, without limitation, your image and voice) for any purpose, commercial, promotional or otherwise, and prepare derivative works of or incorporate into other works such Contributions, and also grant and permit sublicenses to the foregoing. Use and distribution may occur in any media format and through any media channel.

We do not claim any ownership of your Contributions. You retain full ownership of all of Your Contributions and any intellectual property rights or other proprietary rights associated with Your Contributions. We are not responsible for any statements or representations in Your Contributions made by You in any part of the Site. You are solely responsible for your materials posted on the Site, and you expressly agree to release us from any liability and refrain from any legal action against us with respect to your materials.

SOCIAL MEDIA

As part of the functionality of the Site, you may link your account to online accounts you have with third party service providers (each such account a "Third Party Account"), allowing us to access your Third Party Account as this is permitted by the applicable terms and conditions governing your use of each Third Party Account. You represent and warrant that you have the right to disclose your Third

Party Account login information to us and to provide us with access to your Third Party Account without violating any terms and conditions governing your use of the applicable Third Party Account and without obligating us to pay any fees or without imposing on us any usage restrictions imposed by the third-party service provider of the Third-Party Account. By providing us with access to any Third Party Accounts, You understand that (1) we may access any content that You provide and store in Your Third Party Account ("Social Network Content") to was available on the Site through Your Account, including, without limitation, any friend lists, and (2) we may send to and receive additional information from a third party to Your Account to the extent that You will be notified when you connect your account with a Third Party Account. Depending on the Third-Party Accounts you select and the privacy settings you have set in such Third-Party Accounts, the personal information you post in your Third-Party Accounts may be available on the Site and through your account on the Site. Please note that if a Third Party Account or related service becomes unavailable or our access to such Third Party Account is terminated by a third party service provider, the Social Network Content may not be available on and through the Site. You will have the opportunity at any time to disconnect your account on the Site and your third-party Accounts. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THIRD PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD PARTY SERVICE PROVIDERS. We make no effort to review any Social Media Content for any purpose, including but not limited to accuracy, legality, or non-infringement, and we are not responsible for any Social Media Content. You may deactivate the connection between the Site and your Third Party Account by contacting us using the contact information provided below or through your account settings (deleting your profile). We will attempt to delete any information stored on our servers that was obtained through such Third Party Account, except for the username and profile picture that becomes associated with your account.

ANSWERS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information regarding the Site ("Submissions") provided by you to us shall become our exclusive property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and distribution of these Links for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to You. You hereby waive all moral rights in any such Submission, and you hereby warrant that any such Submission is your original or that you have the right to submit such Submission. You agree that we shall have no right to seek damages from you for any alleged or actual infringement or misappropriation of any ownership right in your Submissions.

THIRD PARTY SITES AND CONTENT

The Site may contain (or may be sent to you through the Site) links to other websites ("Third Party Websites"), as well as articles, photographs, text, graphics, images, designs, music, sound, video, information, applications, software, and other content or items owned or derived from third parties ("Third Party Content"). We do not investigate, monitor, or review such third-party websites and third-party content for accuracy, appropriateness, or completeness, and we are not responsible for any third-party websites accessed through the Site, or for any third-party content posted on the Site,

accessible through the Site or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies contained on third-party websites or third-party content. In particular, linking to or permitting the use or installation of any Third Party Websites or any Third Party Content does not imply endorsement or approval by us. If You decide to leave the Site and access Third Party Websites or use or install any Third Party Content, You do so at Your own risk and You should be aware that these Site Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data collection practices, of any website you visit from the Site, or of any applications you use or install from the Site. Any purchases you make through third-party websites will be made through other websites and from other companies, and we have no responsibility for such purchases, which are made solely between you and the relevant third party. You agree and acknowledge that we do not endorse products or services offered on third-party websites, and you agree to indemnify us against any harm caused by your purchase of such products or services. In addition, you agree to indemnify us against any loss suffered by you or harm caused to you related to or as a result of any third-party content or any contact with third-party websites.

SITE MANAGEMENT

We reserve the right, but not the obligation, to (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Site Terms of Use; (3) in our sole discretion and without limitation refuse, restrict access to, restrict the availability of, or disable (to the extent technologically possible) any of your Contributions or any part thereof (4) in our sole discretion and without limitation, notice or liability, remove from the Site or otherwise disable all files and content that are excessive in size or in any way burdensome to our systems; and (5) otherwise operate the Site in such a way as to protect our rights and property and to facilitate the proper functioning of the Site.

USE OF THE FIREKIT AI ASSISTANT

The AI assistant provides answers and recommendations for informational purposes only. They do not constitute investment, legal, or tax advice. Any changes to user data are made only after explicit confirmation by the user. The Company keeps a log of all confirmed changes. Data obtained from open sources may be incomplete or inaccurate and are stored as “drafts” until confirmed. The Company is not liable for any decisions or losses arising from the use of the AI assistant’s recommendations.

PRIVACY POLICY

We care about privacy and data security. Please review our Privacy Policy. By using the Site, you agree to abide by our Privacy Policy, which is included in these Site Terms of Use.

TERM AND TERMINATION

These Terms of Use of the Site remain in full force and effect during your use of the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE SITE TERMS, WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO DENY ACCESS AND USE OF THE SITE

(INCLUDING BLOCKING CERTAIN IP ADDRESSES) TO ANY PERSON WITH B FOR ANY REASON OR NO REASON CAUSES, INCLUDING, WITHOUT LIMITATION, BREACH OF ANY REPRESENTATIONS, WARRANTIES AND OBLIGATIONS CONTAINED IN THESE TERMS OF USE OR IN ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OF OR PARTICIPATION IN THE SITE, OR DELETE YOUR ACCOUNT AND ANY CONTENT AND INFORMATION YOU HAVE POSTED, AT ANY TIME, WITHOUT NOTICE, IN OUR SOLE DISCRETION.

CHANGES AND DISRUPTIONS

Use of this Site is provided on an "AS IS" basis without any warranties or representations of any kind, express or implied. The functionality and features offered on the Site are provided to the best of our ability, but we do not guarantee their accuracy, completeness, reliability or availability. We reserve the right to change, modify or remove the content of the Site at any time and for any reason in our sole discretion without notice. However, we are not obligated to update any information on our Site. We also reserve the right to change or discontinue all or part of the Site without prior notice at any time. We shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Site.

We cannot guarantee that the Site will be available at all times. We may experience hardware, software or other problems or the need to perform maintenance related to the Site, which may cause interruptions, delays or errors. We reserve the right to change, revise, update, suspend, discontinue or otherwise modify the Site at any time and for any reason without prior notice. You agree that we shall not be liable for any loss, damage or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use shall be construed to obligate us to maintain and maintain the Site or to provide any corrections, updates or releases in connection therewith.

REGULATORY LEGISLATION

These Rules are regulated and defined in accordance with the legislation of Ukraine. FIREkit and You irrevocably agree that the courts of Ukraine have exclusive jurisdiction to resolve any disputes that may arise in connection with these terms.

CORRECTION

The Site may contain information that contains typographical errors, inaccuracies or omissions, including descriptions, prices, availability and various other information. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information on the Site at any time without prior notice.

USER DATA

We will store certain data that you transfer to the Site for the purpose of managing the operation of the Site, as well as data related to your use of the Site. Although we perform regular scheduled data backups, you are solely responsible for all data that you transmit or that relates to any activity that you perform using the Site. You agree that we shall not be liable to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising out of any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

Visiting the Site, sending us e-mails, and filling out online forms are electronic communications. You agree to receive electronic communications, and You agree that all agreements, notices, disclosures, and other communications we provide to You electronically, by email, and on the Site satisfy any legal requirement that such communications must be in writing. YOU HEREBY CONSENT TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO THE ELECTRONIC DELIVERY OF NOTICES, RULES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR THROUGH THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction that require an original signature or the delivery or storage of non-electronic records and payments and the granting of credits by any means other than electronic means.

OTHER

These Site Terms of Use and any rules or operating data posted by us on or in connection with the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not be construed as a waiver of such right or provision. These Website Terms of Use apply to the fullest extent permitted by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of the provision of these Terms of Use of the Site is found to be illegal, invalid or unenforceable, such provision or part of the provision shall be deemed severable from these Terms of Use of the Site and shall not affect the validity and legality of any other provisions that remained. No joint venture, partnership, employment or agency relationship is created between you and us as a result of these Site Rules or your use of the Site. You agree that these Terms of Use will not be construed against us by reason of our having drawn them up. You hereby waive any and all objections that you may have based on the electronic form of these Terms of Use of the Site and the lack of signature by the parties of these Terms of Use of the Site to the execution of these Terms of Use of the Site.

CONTACT US

To resolve a complaint regarding the Site or to obtain additional information regarding the use of the Site, please contact us at: support@firekit.space.