

Terms of Service

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TERMS AND CONDITIONS

Use of Site

The BFEM reserves the right, in its sole discretion, to amend the Terms and Conditions, and to modify, add or discontinue any aspect, content, or feature of the Site. Such amendments, modifications, additions, deletions shall become effective upon notice thereof, which may be provided to you by posting on the Site, via e-mail or any other means. Continued use of the Site by you shall constitute your binding acceptance of any such amendments, modifications, additions or deletions. The Site is owned and operated by BFEM and its affiliated entities (including the BFEM Foundation) and contains material that is derived in whole or in part from material supplied and owned by the BFEM. Such material is protected by copyright, trademark, and other applicable laws. You may not modify copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from the Site, including but not limited to text, audio, video, code and software. During your visit, however, you may download material displayed on the Site for non-commercial, personal use only (provided that you also retain all copyright and other proprietary notices contained on the materials). The BFEM neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by or affiliated with the BFEM.

Disclaimer of Warranties

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Limitation of Liability

Your use of, and browsing in, the site is at your own risk. You assume full responsibility for implementing sufficient procedures and checks to satisfy your requirements for the accuracy and suitability of the site, including the information, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analysis of the information provided hereunder. You acknowledge that your use of the site and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. You assume responsibility for the entire cost of all necessary maintenance, repair or correction to your computer system or other property. In no event shall the BFEM, its subsidiary companies or its affiliates or suppliers be liable for any direct, indirect, punitive, incidental, special, consequential or other

damages arising out of or in any way connected with the use of the site or with the delay or inability to use the site, or for any information, software, products and services advertised in or obtained through the site, the BFEM's removal or deletion of any materials or records submitted or posted on its site, or otherwise arising out of the use of the site, whether based on contract, tort, strict liability or otherwise, even if the BFEM or any of its subsidiary companies, affiliates or suppliers has been advised of the possibility of damages. This waiver applies, without limitation, to any damages or injury arising from any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, file corruption, communication-line failure, network or system outage, or theft, destruction, unauthorized access to, alteration of, or use of any record. You specifically acknowledge and agree that the BFEM, or subsidiary companies, affiliates or suppliers shall not be liable for any defamatory, offensive or illegal conduct of any user of the site.

Submissions

While we are always happy to hear from you, it is the BFEM's policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request. This is to avoid any misunderstandings if your ideas are similar to those we have developed independently. Therefore, we must request that you do NOT send to us any original creative materials such as personal accounts of BFEM incidents, your personal history while on the job, other stories, original artwork, etc. Any communication or material you do transmit to the Site by electronic mail or otherwise will be treated as non-confidential and non-proprietary. Anything you transmit or post shall be deemed the property of and may be used by the BFEM, or its affiliates, for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, the BFEM is free to use and shall be deemed to own, any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Disclosure, submission, or offer of any submissions to the Site shall constitute an assignment to the BFEM of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such submission. The BFEM may edit, copy, publish, distribute, translate, and otherwise use in any medium any submission that you forward to BFEM.ORG and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the submission. The BFEM is and shall be under no obligation to: (1) maintain any of your or any user's submissions in confidence; (2) to pay to you or any user any compensation for any submissions; or (3) to respond to any of your or any other user's submissions.

Trademarks

the trademarks, logos, and service marks (collectively the "Trademarks") displayed on the Site are registered and unregistered Trademarks of the BCAN Fire & Emergency Management, and others. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of the BFEM or such third party that may own the Trademarks displayed on the Site. Your misuse of the Trademarks displayed on the Site, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that the BFEM will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution when warranted.

Merchants

your correspondence or business dealings with, or participation in promotions of, merchants found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. The BFEM will NOT be responsible or liable for any loss and/ or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Site.

Chat Rooms / Message Boards / Bulletin Boards

The Site may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Site or others ("Post" or "Postings"). Postings do not reflect the views of the BFEM; and the BFEM does not have any obligation to monitor, edit, or review any Postings on the Site. The BFEM assumes NO responsibility or liability arising from the content of any such Postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such Postings on the Site. You are strictly prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. The BFEM will fully cooperate with any law enforcement agencies or a court order requesting or directing the BFEM to disclose the identity of anyone posting any such information or materials.

Indemnification

You agree to indemnify, defend and hold the BFEM, and its parent, affiliates, and their respective staff, directors, owners, employees, agents, information providers and licensors (collectively the "Indemnified Parties") harmless from and against any and all claims, liability, losses, actions, suits, costs and expenses (including attorneys' fees) arising out of or incurred by any breach by you of these Terms and Conditions. The BFEM reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the BFEM's defence of such claim.

Registration

Should the BFEM choose to provide member-based services ("Services") on the Site, when you register to use these Services, you may be required to provide certain personally identifiable information about yourself. You agree to provide true, accurate and complete information about yourself, and to update the information when it changes. If you provide any information that is untrue or inaccurate, not current, or incomplete, or if the BFEM suspects that your information is untrue, inaccurate, or incomplete, then the BFEM may, in its sole discretion, suspend, terminate, or refuse future access to your membership in these Services.

Termination

The BFEM may, in its sole discretion, terminate your password, account (or any part thereof) or your access to the Site, or remove and discard any Communication transmitted by you, or information stored, sent, or received via the Site without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Site with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Site, (iii) any other access or use of the Site except as expressly provided in this Agreement, (iv) any violation of the terms and conditions of this Agreement or the rules and regulations relating to the use of, the software and/or data files contained in, or accessed through, the Site, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Site, or (vi) failure to use the Site or portion thereof on a regular basis. You may terminate your membership hereunder upon thirty (30) days written notice by you to the BFEM of your intent to terminate this Agreement. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which the BFEM may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will automatically terminate and immediately revert to the BFEM and its licensors.

Children Online Protection Act Notification

BFEM hereby notifies you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the Australian government website, [http:// www.aifs.gov.au/nch/resources/internetsafety.html](http://www.aifs.gov.au/nch/resources/internetsafety.html)

The Site is controlled and Operated by the BFEM from its offices within the State of Victoria, Australian. Unless otherwise specified, the materials on the Site are presented solely to promote and provide information about the BFEM's products and services available in the Australia. The BFEM makes no representation that the materials in the Site are appropriate or available for use in other locations and other countries. Those who choose to access the Site from other locations or other countries do so on their own initiative and are responsible for compliance with local laws in that territory, if and to the extent that local laws are applicable. Software available from the Site is further subject to Australian export controls. No software from the Site may be downloaded or otherwise exported or re-exported. By using the Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Infringement Policy

The BFEM, pursuant to Copyright Act (the "Act"), reserves the right, but not the obligation, to terminate your license to use the Site if it determines in its sole and absolute discretion that you are involved in infringing activity, including allege acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. The BFEM accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition BFEM has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. All claims of infringement must be submitted to the BFEM in a written complaint that complies with the requirements below and delivered to our designated agent to receive notification of claimed infringement by mail.

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right must include the following information:

A. A physical or electronic signature of a person authorised to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed. B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site is covered by a single notification, a representative list of such works at that site. Similarly, for materials that are defamatory or infringe patent, trademark, or other proprietary rights of a third party, please submit a list of such materials. C. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/ or e-mail address. E. A statement that you have a good faith belief that use of the material, in the manner complained, of is not authorised by the copyright or other proprietary right owner, its agent, or the law. F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorised to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

Governance

This agreement shall be governed by, construed and by BCAN Fire & Emergency Management in Victoria, as it is applied to agreements entered into and to be performed entirely with such state. Any action you, any third party or the BFEM bring to enforce this agreement or, in connection with, any matters related to this Site shall be brought only in either the state or Federal Courts located in Melbourne, Victoria and you expressly consent to the jurisdiction of said courts. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

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