

## User Agreement

YOU (EITHER AN ENTITY OR INDIVIDUAL) AGREE TO READ THESE TERMS OF USE BEFORE USING THIS WEBSITE.

This User Agreement sets forth the nature of this website (“Website,” as defined below) and the terms on which a user (“You”) may use it. BY USING THIS WEBSITE OR ANY INFORMATION PROVIDED ON THIS WEBSITE, YOU AGREE TO BE BOUND BY THIS USER AGREEMENT. Uniformed Firefighters Association of Greater New York (Local 94), its agents, subsidiaries, management, employees, members, Board members, representatives, assigns, and members working as independent contractors on its website (“Website”) with a URL of [www.UFANYC.org](http://www.UFANYC.org) (collectively “Union,” “Us,” or “We”), reserves the right, in its sole discretion, to add, change or remove any portion of this User Agreement at any time by posting a new User Agreement on the Website. Please review this User Agreement each time you use the Website. YOUR USE FOLLOWING POSTED CHANGES WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGES. IF YOU DO NOT AGREE TO THESE CHANGES, PLEASE DO NOT USE THE WEBSITE.

1. **Ownership:**
  - a) **Union:** We own the Website. All content (“Content”) of any kind on the Website (including but not limited to text, images, and video), with the exception of Content uploaded pursuant to written license agreements with third parties preserving their intellectual property rights therein, are Our property, and all Content is protected by intellectual property and other laws. We and our licensors retain all proprietary rights to the Content. Except as expressly authorized in writing by Us, any use, copy, reproduction, display, performance, modification or retransmission of Content is strictly prohibited. By posting Content on or through the Website, You hereby grant to Us a non-exclusive, fully paid and royalty-free license in perpetuity to use throughout the world, modify, publicly perform, publicly display, reproduce, sublicense and distribute such Content for any purpose without compensation to You. As the license You grant to Us in the Content is non-exclusive, it does not prevent You from making other uses of the Content You post to the Website, or affect Your ownership of the Content, other than establishing Your agreement to the non-exclusive grant of license set forth in this Paragraph 1(a).
  - b) **User (“You”):** You represent and warrant that (i) You own or control all applicable rights in and to Content uploaded to the Website by You, and that You have obtained any consent or approval required (under any applicable copyright, trademark, intellectual property or other laws) to grant Us the rights set forth in Paragraph 1(a) above; (ii) You have the right to grant the license set forth in Paragraph 1(a) above; and (iii) the use of said Content by Us pursuant to the grant set forth in Paragraph 1(a) above does not and will not violate the privacy rights, publicity rights, contract rights, copyrights, trademarks, or any other rights of any third

party individual or entity. You agree that You will be responsible for payment of any and all royalties, fees (including but not limited to legal fees) or other amounts owed to any third party for Our use of any Content posted by You on or through the Website or Union's use of said Content in accordance with the license granted by You in Paragraph 1(a) above.

2. **Information on the Website:** The Website provides information about Us and may include data regarding Our services, information pertaining to (among other things) or members, industry information and third party resources and services that may be of interest to Users of the Website. The Website may include User-generated Content.
3. **Services:** The Website may provide access to, or link to providers of, professional and other services offered by Us and/or third parties that may be available to Users, including reference and educational information. Some of these links may link the User to services provided by paid advertisers on the Website. We and the Website do not, directly or indirectly, provide advice or guidance with respect to such services. By using the Website, You agree to the terms of its Advertising Disclaimer [www.ufanyc.org/about\\_us/disclaimer.php](http://www.ufanyc.org/about_us/disclaimer.php). We make no claim or representation regarding, and accepts no liability for, the quality and/or reliability of any services provided by third parties to You through advertising made, or links posted on, the Website, including but not limited to services provided by insurance companies, legal service providers, and financial service providers. Articles, commentary and other information contained on the Website are intended to be for general academic and illustrative purposes only, and are not intended to guide the decisions of individuals with respect to their individual circumstances.
4. **Modifications to the Website:** We may, at our sole discretion, change, suspend or discontinue any aspect of the Website at any time and for any reason or no reason, including the availability of any Website feature, database, or content. Union may also impose limits on certain features or services or restrict Users' access to parts or all of the Website without notice or liability.
5. **Monitoring:** You agree that We have the right, but not the obligation, to monitor, edit, disclose, refuse to post, or remove at any time, for any reason or no reason in its sole discretion, any Content anywhere on the Website, including but not limited to bulletin boards, email and other features. Notwithstanding this right, We do not and cannot review all Content posted to the Website by Users and accepts no responsibility or liability for such Content.
6. **Privacy:** You may provide certain information to Us while using the Website. Our use of this information will be governed by its Privacy Policy, to which You agree by using the Website [www.ufanyc.org/about\\_us/privacy.php](http://www.ufanyc.org/about_us/privacy.php).
7. **Internet Use:** You should be aware of the general risks of transmitting information over the Internet. You are solely responsible for implementing sufficient procedures and checkpoints to satisfy Your requirements for

accuracy of data input and output, backing up of data, and protection from “viruses,” “worms,” “Trojan Horses,” and/or other malicious or damaging computer software.

8. **Prohibited Activities**: The following activities are not permitted on the Website and constitute a material breach of this User Agreement: (a) Using the Website for any purpose in violation of local, state, national or international laws; (b) Posting Content that infringes on the intellectual property rights or privacy rights of others; (c) Posting Content that is unlawful, threatening, harassing, malicious, hateful, abusive, slanderous, defamatory, obscene, embarrassing to others or otherwise contrary to the purpose of the Website, as determined by Us in our sole discretion; (d) Posting Content that restricts or inhibits other Users from using or enjoying the Website; (e) Posting Content that constitutes or encourages conduct that would constitute a criminal offense or give rise to civil liability for Users of the Website or any other party; (f) Posting Content that contains a virus or other harmful component or false or misleading statements of origin or fact; (g) Collecting information about other Users without their written consent; and/or (h) Engaging in any other conduct that is contrary to the purpose(s) of the Website or, as determined by Us in Our sole discretion, that exposes Union or any other person or entity related to the Website to any potential or actual liability or detriment of any kind whatsoever.
9. **No Endorsement**: We do not represent or endorse the accuracy or reliability of any advice, opinion, statement, Content or other information displayed, distributed, or otherwise accessible on or through the Website (see Paragraph 3 above). You acknowledge that any reliance upon any such opinion, advice, statement, memorandum or information shall be at Your sole risk. We reserve the right, in Our sole discretion, to correct any errors or omissions in any portion of, or in any Content posted on, the Website.
10. **Links**: We, our members and other Users may provide links to other websites for your convenience. However, We do not review, endorse, approve or exercise any control over the content of linked websites. We make no claim or representation regarding, and accept no responsibility for, the quality, content, nature or reliability of websites accessible by link from the Website, or websites linking to the Website. The use of any such third party websites is at Your sole risk, and is subject to this User Agreement’s terms applicable to such websites (see Paragraph 3 above).
11. **DISCLAIMER OF WARRANTIES**: WE MAKE NO WARRANTY OF ANY KIND CONCERNING THE FUNCTIONING OF THE WEBSITE, OR THE INFORMATION CONTAINED ON THE WEBSITE OR ANY OTHER WEBSITES LINKED TO THE WEBSITE IN ANY WAY. WE ASSUME NO LIABILITY FOR ANY DECISION MADE OR ACTION TAKEN IN RELIANCE UPON INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF THE WEBSITE. OPERATION OF THE WEBSITE AND ANY INFORMATION ON THE WEBSITE IS PROVIDED ON AN “AS IS” BASIS, AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW. ALL WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, ARE DISCLAIMED. Without any limitation of the foregoing, We do not warrant that the functions contained in the Website or any materials or Content contained therein will be uninterrupted or error-free, that defects will be corrected, or that the Website or the server making it available is or will be free of viruses or other harmful components. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above may not apply to You and/or Your use of the Website.

12. **LIMITATION OF REMEDIES:** WE WILL NOT BE LIABLE FOR ANY INJURY, LOSS, OR CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES DIRECTLY OR INDIRECTLY RESULTING FROM OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THE WEBSITE OR ANY INFORMATION, FUNCTIONS OR SERVICES ON THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so some of the above may not apply to You. In no event shall our total liability to You for all damages, causes, or causes of action (whether in contract or tort, including but not limited to negligence) arising from this User Agreement or Your use of the Website exceed the amount paid by You, if any, to use the Website.
13. **Indemnification:** You agree to indemnify, defend and hold Us harmless from any claims, costs (including reasonable attorney's fees), losses expenses, settlements and judgments, arising from or related to Your violation of any terms of this User Agreement, Your violation of the rights of or dispute with any person or entity, or Your use of the Website.
14. **Copyright Infringement:** We respect the intellectual property rights of others, and expect Users to do the same. We may, in appropriate circumstances and in Our sole discretion, suspend or terminate the access of and take other action against Users, subscribers, registrants and account holders who infringe on the intellectual property rights of others. If You believe that Your work or Content in which You hold copyrights has been copied and is accessible on the Website in a way that constitutes infringement, or that the Website contains links or other references to another online location that contains material infringing on Your copyrights, You may notify Us by providing the following information (as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. sec.512) to Us as follows: a) A physical or electronic signature of the person authorized to act on behalf of the owners of an exclusive right that is allegedly infringed; (b) Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity 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 the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted; (d) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Our copyright agent can be contacted via email at: [kmnlocations@gmail.com](mailto:kmnlocations@gmail.com)

15. **Jurisdiction:** You agree that the courts of the State of New York have exclusive jurisdiction over any dispute You have with Us, and You expressly consent to personal jurisdiction in such courts in connection with any such dispute or a dispute involving any of Our affiliates, subsidiaries, employees, agents, officers, directors and contractors. This User Agreement is subject to the substantive laws of the State of New York, without regard to its conflict of laws principles.
16. **Termination:** This User Agreement constitutes a binding agreement between You and Us until terminated by You or Us. We may terminate this User Agreement at any time, without notice, in Our sole discretion. If You become dissatisfied with the Website in any way, Your sole recourse is to immediately discontinue use of the Website.
17. **General Provisions:** If any provisions of this User Agreement is held by a court of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent permissible by law as to effect the intent of this User Agreement; and the remainder of this User Agreement shall continue in full force and effect. The failure by either Us or You to enforce or exercise any rights or provisions of this User Agreement shall not constitute a waiver of such right or provision. Except as explicitly stated otherwise, any notices shall be given to Us via email at: [kmnlocations@gmail.com](mailto:kmnlocations@gmail.com) and to You at the email address you provide to Us. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. You agree that any cause of action arising out of or related to the Website or this User Agreement must commence within one (1) year after the date that the cause of action arose; otherwise such cause of action is permanently barred. This User Agreement comprises the entire agreement between You and Us and supersedes all prior agreements between the parties regarding the subject matter hereof. All provisions of this User Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of this User Agreement.
18. **Contact Us:** You may contact Us at the contact information provided in Paragraph 14 hereof.