

1. SCOPE OF TERMS AND CONDITIONS AND BINDING NATURE

These Terms and Conditions (this “Agreement” or these “Terms”) govern your use of the website located at [insert final URL] and any related webpages, content, services, or features (collectively, the “Site”) operated by the Firehouse Subs Public Safety Foundation of Canada (the “Foundation,” “we,” “us,” or “our”).

These Terms also apply to your access to and use of any trademarks, logos, text, images, materials, applications, and communications made available through the Site, as well as any donation, grant, or informational services offered by the Foundation (together with the Site, the “Services”).

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT USE THIS SITE OR ANY SERVICES.

These Terms form a legally binding agreement between you and the Foundation. The terms “you” and “your” refer to the person or entity accessing or using the Site or Services, including any organization you represent or act on behalf of. If you are an employee, agent, or representative of an organization, you confirm that you have the authority to bind that organization to this Agreement.

You agree to and will comply with any applicable payment terms that we establish from time to time that relate to your use of the Sites and Services. By accessing, browsing and/or using any of the Sites, you acknowledge that you have read, understand, and agree to be bound by this Agreement and to comply with all laws and regulations applicable to your use of the Sites.

You may also be subject to additional terms and conditions that apply to specific features, such as donation tools or application portals. Where those additional terms apply, they will be clearly identified, and if there is a conflict between this Agreement and any such terms, the additional terms will govern with respect to the applicable feature or service.

2. INAPPROPRIATE USER CONDUCT ON THE SITE

Any conduct by you that we believe restricts or inhibits any other user from using or enjoying the Site, is harmful or disruptive to the Site, is disruptive towards the Firehouse Subs Public Safety Foundation of Canada, or which could breach any agreement between us and any third party is prohibited. You agree to use the Site only for lawful purposes.

We reserve the right to terminate your access, or suspend any third party’s access, to all or part of the Site, without notice, for any conduct that we believe is harmful to us, our affiliates, service providers, or any other third party, interferes with or is harmful to our relationships, is in violation of any applicable law, or is harmful to the interests of another user, any third party, or the Foundation.

3. SERVICES AVAILABILITY

Services availability in connection with the Site is subject to change without notice. Through the Site, the Foundation may provide access to national, provincial, or community-specific information, which may contain references or cross-references to Services and other programs that are not currently available in your region. References made by the Foundation to such programs or initiatives do not imply that they are available at all times or in all areas, or by every or any particular Firehouse Subs® Restaurant.

We reserve the right, at any time and from time to time, to modify or discontinue, temporarily or permanently, some or all of the Site, Services, or Materials (defined below), with or without notice. This includes the right to modify, discontinue or remove any content, pages, or features at any time and for any reason. You agree that we will not be liable to you for any modification, suspension, or discontinuance of the Site, Services, or Materials. We may refuse or restrict anyone from access to any or all of the Sites, Materials or Services at any time.

Although we strive to maintain the accuracy of information on the Site, errors may occasionally occur.

4. OWNERSHIP OF SITE CONTENT AND MATERIALS

All content included on the Site, including artwork, logos, trademarks, service marks, graphics, text, images, software, and any other materials (collectively, the “Materials”), is the property of the Foundation or its content suppliers and is protected by Canadian and international copyright and intellectual property laws.

The compilation (meaning the collection, arrangement and assembly) of all content on the Site is the exclusive property of the Foundation. All software used on the Site is the property of the Foundation or its licensors. You may not copy, reproduce, modify, distribute, transmit, republish, display, or otherwise exploit any Materials without prior written consent, except as permitted under Canadian copyright law.

You will not use the Foundation’s trademarks, service marks, trade names, slogans, or other Materials in any meta-tags, keywords, hidden text, or other means of directing traffic or representing affiliation without our express written permission. All rights not expressly granted under these Terms are reserved.

You will not submit information to be maintained or displayed by search engines which incorporates the Marks or any Marks or other Materials that are confusingly similar to the Marks or other Materials. You acknowledge that you do not acquire any ownership or license rights by virtue of downloading the Marks or Materials from the Services or by virtue of your resale of the Services. All rights not expressly granted under this Agreement are expressly

reserved to us. If you believe your rights under applicable copyright laws are being infringed, you may notify our designated agent by emailing: foundation@firehousesubs.com

5. WE RESERVE THE RIGHT TO REVISE THESE TERMS

We reserve the right, at any time and from time to time, to update, revise, supplement, or modify this Agreement, and to impose new or additional rules, policies, terms, or conditions on your use of the Site or the Services. Such changes will be effective immediately upon posting to the Site.

All such Additional Terms are and will be incorporated into this Agreement by this reference. We will post at the top of these Site Terms the date that modifications were last made, which should alert you to any changes since your last visit to the Sites. Your continued use of the Sites is your agreement to the Additional Terms and the Site Terms as so revised.

6. ACCOUNT PASSWORD AND USER ID

The Services offered via the Sites may require that: (i) you become a registered user of the Services, you must receive or establish one or more confidential individually identifiable passwords (a "Password"); (ii) you utilize a name (a "Username") and/or identifiable number to indicate your identity for purposes of tracking your usage of the Sites; or (iii) you obtain and utilize such other accounts or passwords in the manner we designate.

Maintaining the confidentiality and security of your Password, and the Username, if any, is solely your responsibility. Accordingly, you will maintain the security and confidentiality of them. You must not, and agree not to divulge your Password or the Username and/or other passwords or account information to any third party, except as directed in accordance with security policies and procedures that we may establish from time to time.

You are entirely responsible for all activities that occur through your Username and Password(s), and you agree to notify us immediately about any unauthorized use of them, or any other breach of security. You agree that we and our Affiliates will not be responsible for any losses incurred in connection with any misuse of or failure to Passwords or Username, nor will they have any responsibility to you whatsoever, directly or indirectly, for them if you fail to comply with this Agreement.

7. PRIVACY POLICY

By using the Site, you agree to the terms of our Privacy Policy, which is incorporated by reference into these Terms. To review our Privacy Policy, visit: [insert link to Privacy Policy].

8. THIRD-PARTY WEBSITES AND LINKS

The Site may contain links to other websites for which the information practices may differ from ours. When you visit those websites, you should review their privacy policies, terms of use, and other notices, as we are not responsible for their practices or content. Your use of any linked third-party site is at your own risk.

9. CHILDREN’S PRIVACY AND SITE AGE LIMITATIONS

The Site is intended for use by individuals who have reached the age of majority in their province or territory of residence. We do not knowingly collect personal information from children under the age of majority. If we learn that we have collected such information, we will delete it promptly. If you are a parent or guardian and believe your child has submitted information to us, please contact us.

For additional information, please refer to our Privacy Policy ([insert link](#)).

10. DISCLAIMERS AND LIMITATIONS OF LIABILITY

(a) YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SITE AND SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE SITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

(b) TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, WE AND OUR SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SERVICES, INCLUDING LOSS OF DATA OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) BECAUSE SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

11. NO WAIVERS

Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. No waiver shall be binding unless in writing and signed by an authorized representative of the Foundation.

12. ASSIGNMENT

We may assign our rights and obligations under these Terms to any third party, including as part of a merger, acquisition, divestiture, reorganization, or sale of all or part of our assets. These Terms will remain binding on you and your successors and permitted assigns. You may not assign your rights or obligations under these Terms without our prior written consent.

13. GOVERNING LAW AND DISPUTE RESOLUTION

Your use of the Site shall be governed in all respects by the laws of the Province of Ontario and the applicable laws of Canada, without regard to conflict of law principles.

Any dispute arising under or relating to these Terms shall be resolved exclusively in the courts of Ontario. You and the Foundation agree to submit to the jurisdiction of those courts and waive any objection based on venue or forum non conveniens.

14. GEOGRAPHIC RESTRICTIONS

The Site is operated from Canada. We provide the Site for use only by individuals located in Canada. Accessing the Site from jurisdictions where its content or use is unlawful is prohibited. If you access the Site from outside Canada, you do so on your own initiative and are responsible for compliance with local laws.

15. COMMENTS OR CONCERNS

Any feedback, questions, technical support requests, or other communications relating to the Site should be directed to:

Firehouse Subs Public Safety Foundation of Canada: foundation@firehousesubs.com

Please include “Terms of Use” in the subject line. We may request additional information to verify your identity before responding.