



**111FIREPRELLC**

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**UPDATED ON 8/31/2024**

**\*\*TERMS AND CONDITIONS FOR 111FIREPREP.COM “ENTRY, ELITE, MASTERS, THE BADGE” 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 TVs, computers, and other devices.

**\*\*Recurring Billing.\*\*** By starting your 111FIREPREP.COM “ENTRY, ELITE, MASTERS, THE BADGE” 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 as indicated below if your Payment Method has not successfully settled. In the event your paying membership began on a day not contained in each 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 “ENTRY, ELITE, MASTERS, or THE BADGE” 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 LLC "ENTRY, ELITE, MASTERS, THE BADGE" membership at any time. WE DO NOT PROVIDE REFUNDS OR CREDITS FOR ANY PARTIAL-MONTH MEMBERSHIP PERIODS OR UNWATCHED VIDEOS. 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). **\*\*NOTE: ONCE YOUR MEMBERSHIP IS CANCELED, YOU WILL NOT HAVE ACCESS TO THE MATERIAL AVAILABLE ON THE SITE.\*\*** If your cancellation request is submitted on the 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, 111FIREPREP LLC]. 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. 111FIREPREP.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 [111FIREPREPLLC]. 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 OWNER OF 111FIREPREPLLC] 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.\*\* 111FIREPREPLLC is not responsible for security or data breaches. Each customer should always be on the lookout for cyber threats. Customers are advised not to open any email that is foreign to them and not to update or pay for unknown services if requested to do so by electronic means or any other means of payment.

**\*\*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 pages 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.

**\*\*Masters program Membership and The Badge 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 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 111FIREPREPLLC (interview material, notes, audio, video, one-on-one in-person prep, group preparation, coaching, or