

## End User License Agreement (EULA) — Fire MAPS

**Company:** MF Fire, Inc., a Delaware corporation (“MF Fire,” “we,” “us,” “our”)

**Address:** MF Fire, Inc., 3031 Washington Blvd, Suite G, Baltimore, Maryland, 21230

**Support:** [support@mffire.com](mailto:support@mffire.com) | <https://mffire.com/product-support/>

**Last Updated:** January 20, 2026

This End User License Agreement (“**Agreement**”) governs your use of: (a) the **Fire MAPS** consumer IoT device (the “**Device**”), (b) the companion mobile application (the “**App**”), (c) Device firmware, and (d) any related cloud features, websites, software, and services we provide (collectively, the “**Services**”).

**By installing or using the App or Services, or by using the Device, you agree to this Agreement.** If you do not agree, do not use the Device, App, or Services.

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### 1) Eligibility; Account

You must be legally able to enter into this Agreement. If you use the Services on behalf of another person or entity, you represent that you have authority to bind them. Certain features require an account. You are responsible for safeguarding your credentials and all activity under your account.

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### 2) License Grant

Subject to your compliance with this Agreement, MF Fire grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to:

- install and use the App on devices you own or control;
- access and use the Services for your personal, non-commercial use; and
- use the Device firmware solely as embedded in and for operation of the Device.

MF Fire may limit, suspend, or revoke these rights as permitted by law and this Agreement.

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### 3) Ownership; Reservation of Rights

The Device is sold (or provided) to you, but the App, firmware, Services, and all related intellectual property are **licensed, not sold**. MF Fire and its licensors retain all rights not expressly granted.

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### 4) Updates; Changes to Features

MF Fire may provide patches, bug fixes, security updates, firmware updates, or feature changes (“**Updates**”). Updates may be automatic and may be required for continued use. Features may change or be discontinued, and older versions may stop working.

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## 5) Service Tiers; Future Subscriptions; Trials

MF Fire may offer Services in **free and paid tiers**, including subscriptions, add-ons, or usage-based plans (“**Paid Services**”). If you purchase Paid Services:

- pricing, features, and billing frequency will be disclosed at purchase or checkout;
- taxes may apply;
- access to Paid Services may end if payment fails; and
- MF Fire may change Paid Services over time, subject to applicable law and any required notice.

Certain features, integrations, storage, or historical data access may be limited to specific service tiers.

**App store purchases.** If you purchase through Apple’s App Store or Google Play, their billing terms apply in addition to this Agreement.

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## 6) Connectivity; Third-Party Services

Fire MAPS may require internet access and may rely on third-party services (such as cloud hosting, push notifications, analytics, or mapping). Carrier and internet fees may apply. MF Fire does not control third-party services and is not responsible for outages, changes, or discontinuation of those services.

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## 7) Acceptable Use; Restrictions

You agree not to, and not to allow others to:

- reverse engineer, decompile, or disassemble the Device, firmware, App, or Services, except where prohibited by law;
- circumvent security, authentication, or access controls;
- interfere with the operation of the Services or others’ use;
- use the Services to violate law, infringe rights, or create safety risks;
- resell, rent, lease, sublicense, or commercially exploit the Services unless expressly permitted in writing by MF Fire; or
- upload malware or attempt unauthorized access.

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## 8) Safety and Proper Use

Fire MAPS may provide notifications, measurements, automation, or alerts. **It may not detect all events or conditions** and may be affected by environment, placement, connectivity, power, configuration, and other factors. Fire MAPS is **not a substitute** for professional judgment, emergency services, or safety equipment. Use Fire MAPS only as directed in its documentation and labeling.

**No safety-critical use.** Do not use Fire MAPS in life-safety, emergency response, or other safety-critical applications unless expressly certified by MF Fire for that purpose.

**You acknowledge that no monitoring system can eliminate risk, and you assume all risks associated with reliance on Fire MAPS.**

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## **9) Data, Privacy, and Data Retention**

Your use of Fire MAPS involves transmission and processing of information, which may include identifiers, diagnostics, usage data, sensor data, logs, and user-provided content.

- **Privacy Policy.** MF Fire's collection and use of personal information is described in the Privacy Policy at <https://mffire.com/privacy-policy/>, which is incorporated by reference.
- **Data retention (no guarantee).** Unless required by law, MF Fire does **not** guarantee that any particular data (including history, logs, or sensor data) will be stored for any minimum period. **Retention periods, if any, may vary by service tier, feature, or region.** MF Fire may delete or anonymize data as described in the Privacy Policy, for operational reasons, storage management, or feature changes.
- **Customer responsibility.** You are responsible for exporting or backing up any data you wish to retain using available tools, if any.

If you enable sharing or multi-user access, you represent that you have obtained all required consents from affected individuals.

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## **10) User Content (If Applicable)**

If you submit content through the Services ("User Content"), you retain ownership of your User Content. You grant MF Fire a worldwide, non-exclusive, royalty-free license to host, process, reproduce, modify (for technical purposes such as formatting or encoding), display, and transmit User Content solely to operate, provide, maintain, and improve the Services and to comply with law.

You represent that you have all rights necessary to provide User Content and that it does not violate law or third-party rights.

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## **11) Feedback**

If you provide feedback, ideas, or suggestions, you grant MF Fire a perpetual, irrevocable, worldwide, royalty-free right to use them without compensation or obligation.

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## **12) Export Controls and Sanctions**

You agree to comply with all applicable export, re-export, and sanctions laws and regulations.

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### **13) Termination**

You may stop using the Services at any time. MF Fire may suspend or terminate access to the Services if you materially breach this Agreement or if continued provision is impractical or poses security or legal risk, subject to applicable law. Upon termination, your license ends and you must stop using the App and Services. Provisions intended to survive will survive.

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### **14) Warranty Disclaimer (Software and Services)**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE APP AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”** MF Fire disclaims all warranties, express or implied, including merchantability, fitness for a particular purpose, and non-infringement.

**Device hardware warranty.** Any separate limited warranty for the Fire MAPS hardware, if offered, will be provided in writing with the Device or on the MF Fire website and is separate from this Agreement.

Some jurisdictions do not allow certain disclaimers; this section applies only to the extent permitted by law.

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### **15) Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, MF FIRE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES,** including loss of profits, revenue, data, or goodwill, arising from or relating to Fire MAPS, even if foreseeable.

**Liability cap.** MF Fire’s total liability for all claims in any 12-month period will not exceed the greater of:

- the amount you paid to MF Fire for the Device and/or Services in that period; or
- **US \$100.**

Some jurisdictions do not allow certain limitations; these limits apply only to the extent permitted by law.

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### **16) Indemnification**

To the maximum extent permitted by law, you agree to indemnify and hold harmless MF Fire and its affiliates, officers, directors, employees, and agents from claims arising out of your misuse of Fire MAPS, your breach of this Agreement, or your violation of law or third-party rights.

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### **17) Dispute Resolution; Arbitration; Class Action Waiver (U.S. Only)**

**This section applies only if you are located in the United States.**

Except where prohibited by law, any dispute arising out of or relating to this Agreement will be resolved by binding arbitration administered by the American Arbitration Association (AAA) or JAMS under its applicable rules. You and MF Fire waive the right to a jury trial and to participate in a class action.

**Opt-out.** You may opt out of arbitration within **30 days** of first accepting this Agreement by sending a clear opt-out notice with your name and account email to [info@mffire.com](mailto:info@mffire.com).

**Small claims.** Either party may bring qualifying claims in small claims court.

**Injunctive relief.** Either party may seek injunctive relief in court for misuse of intellectual property or unauthorized access.

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## **18) Governing Law; Venue**

This Agreement is governed by the laws of the **State of Maryland**, excluding conflict-of-laws rules, except where the laws of your jurisdiction require otherwise.

If arbitration does not apply, disputes will be brought exclusively in the **state or federal courts located in Maryland**, and each party consents to jurisdiction and venue there, unless mandatory consumer protection laws provide otherwise.

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## **19) International Use; EU/UK Consumer Rights**

If you are located outside the United States, you may have mandatory rights under local consumer laws. **Nothing in this Agreement limits rights that cannot be waived under applicable law**, including EU or UK consumer protections.

If MF Fire actively markets or offers Fire MAPS in the EEA or UK, region-specific terms may apply and will control to the extent they conflict with this Agreement.

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## **20) App Store Terms**

If you downloaded the App from Apple's App Store or Google Play:

- this Agreement is between you and MF Fire, not Apple or Google;
- Apple and Google are not responsible for the App or its support except as required by their terms; and
- additional platform rules apply.

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## **21) Changes to This Agreement**

MF Fire may update this Agreement from time to time. If changes are material, MF Fire will provide notice as required by law. Continued use after the effective date of an update constitutes acceptance to the extent permitted by law.

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## **22) Notices; Contact**

Notices may be provided in the App, via the Services, by email, or on the MF Fire website. Contact MF Fire at:

**MF Fire, Inc.**  
**3031 Washington Blvd**  
**Suite G**  
**Baltimore, Maryland, 21230**  
Support: [support@mffire.com](mailto:support@mffire.com) | <https://mffire.com/product-support/>

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## **23) Miscellaneous**

- **Entire Agreement.** This Agreement and incorporated policies constitute the entire agreement regarding the App and Services.
- **Severability.** If any provision is unenforceable, the remainder remains in effect.
- **No Waiver.** Failure to enforce any provision is not a waiver.
- **Assignment.** You may not assign this Agreement without MF Fire's consent. MF Fire may assign it in connection with a merger, acquisition, or asset sale.

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