

## **MARTYN'S LAW TOOLKIT: LICENSE AGREEMENT**

This License Agreement (later referred to as the "Agreement") is a legal Agreement between you individually if you are agreeing to it in your own capacity, or if you are authorized to acquire the product on behalf of your company, institution, or organization, between the entity for whose benefit you act (hereinafter "Licensee"), and CrisisRisk Strategies, LLC and Firestorm Solutions, LLC, hereinafter ("Licensor"), with an address located at P.O. Box 31494, Sea Island, Georgia, 31561.

**BY CLICKING ON THE APPROPRIATE BUTTON BELOW, OR BY DOWNLOADING, INSTALLING, ACTIVATING OR USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.**

## **DISCLAIMER AND PRODUCT USE AGREEMENT**

**LICENSEE'S ACCEPTANCE OF THE TERMS OF THIS AGREEMENT IS A MATERIAL PART OF THE TOTAL CONSIDERATION REQUIRED TO UTILIZE THIS PRODUCT AS A COMPONENT OF THE PARTICIPATING INSURANCE PROGRAM.**

**IF LICENSEE DOES NOT CHOOSE TO ACCEPT THE TERMS OF THIS AGREEMENT, LICENSEE WILL NOT BE GRANTED ACCESS TO THIS PRODUCT.**

The definition of 'product' includes but is not limited to:

- any document, form, guide, manual, template, checklist, policy, web-based report or information, video recording, and audio recording, whether analog or digital, or any grouping of 'products' such as the Martyn's Law ToolKit (hereinafter "ToolKit").
- any related material including ad copy, promotional material, which are displayed upon or downloaded from this website or any other website or materials that Licensee received that influenced Licensee's decision to access/and or use this product.
- any software and related documentation that Licensee downloaded from this website or other website making the product available.
- any freeware, whether a hard product, a printable product, software, and the Agreement incorporates by reference any promotional materials that influenced Licensee's decision to access and/or use this product.
- any licenses, distribution rights, resale rights that are sold along with the product.

**WHEN LICENSEE ACTIVATES THE PRODUCT, BY CLICKING ON THE APPROPRIATE BUTTON BELOW, LICENSEE IS DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED THE TERMS OF THIS AGREEMENT INCLUDING THE INTEGRATED DISCLAIMERS.**

## GRANT OF LICENSE

Licensor hereby grants Licensee a limited, non-exclusive, non-transferable license to use the product in its intended manner, solely for Licensee's internal business use and not for any distribution or sub-licensing to any third party. Licensor retains exclusive ownership interest in all products, technology and any other proprietary materials or content that Licensor supplies to Licensee under this Agreement.

## TERMS OF USE:

1. The author, inventor, creator, promoter, owner of the products made available for use by Licensor via its website, any other website, or through some other form of access (by digital media, email, mail, virtual or face-to-face meeting) have used their best efforts in preparing these products.
2. Licensor strives to keep its products accurate, current and up-to-date however because each business, organization and institution is subject to different vulnerabilities and threats, and operates in differing corporate, cultural, organizational, regulatory and legal environments, all of which are constantly changing, Licensor cannot guarantee that all the information in its marketing materials, products or on its website or any other website, will completely address your Martyn's Law compliance needs. All products are provided "As-Is," without representation warranty or condition of any kind whatsoever. Licensee acknowledges that there may be special conditions in their operations that require modification of these products. It is the ultimate responsibility of the Licensee to determine their sufficiency for the use intended with or without change.
3. To the maximum extent provided by law, Licensor, its agents, directors and officers, or the agents, directors and officer of Licensor's insurance partners through whom you may have been given access to this product, shall not be liable for any damages whatsoever (including compensatory, special, direct, incidental, indirect, consequential, punitive or any other damages) arising out of the use or the inability to use the products provided in the ToolKit.
4. As always, the advice of a competent planning professional should be sought.
5. Licensor does not warrant the performance, effectiveness or applicability of any sites listed or linked to in this product.
6. All links are for information purposes only and are not warranted for content, accuracy or any other implied or explicit purpose.
7. This product and its attendant materials are copyrighted. No part of this may be copied, or changed in any format, sold, or used in any way or under any circumstances other than documents in the public domain that are included within this product.
8. Neither the inclusion of this product within an existing insurance program, nor the making of this product available through any other means or channel are intended to create, and receipt does not constitute an attorney-client relationship, is not provided in the course of an attorney-client relationship and is not intended to constitute legal advice or to substitute for obtaining legal advice concerning the issues addressed herein. Licensee must ensure that plans, policies, and methods of implementation comply with all relevant laws and regulations.

9. The ToolKit does not constitute a 'plan' nor does any individual product in the ToolKit constitute a 'plan.' The Licensee may use this ToolKit as a development tool to create a plan.
10. By using these products, Licensee agrees and acknowledges that such products are being used for Licensee's personal or business use, and that special conditions may exist in Licensee's operations that require modification of these products. The Toolkit may be used to inform your Martyn's Law compliance initiatives. It is the ultimate responsibility of the Licensee to determine product sufficiency for the use intended, with or without change. It should be understood that any changes made to the content, appearance, or layout of any original product, without the assistance of Licensor, have been made at the risk of affecting the validity of the product and that Licensor cannot be held responsible for any consequences resulting there from. Licensor is available for product support via email to: [martynslaw@crisisrisk.com](mailto:martynslaw@crisisrisk.com).
11. All products in the ToolKit belong exclusively to Licensor. The unauthorized reproduction of Licensor's products is forbidden and may not be sold or redistributed without the express written consent of Licensor. Licensor's copyrights and proprietary rights will be strictly enforced.

## **RESTRICTIONS**

Licensee will not reproduce, distribute, modify, publish, display, broadcast, merge, link, disclose, sell, rent, lease, loan, create derivative works of or assign, license, sublicense, or otherwise encumber the rights and license granted hereunder, or otherwise use for any third party any Licensor products, nor will Licensee attempt (or allow any third party) to reverse engineer, disassemble or otherwise attempt to derive any of the underlying structure or methodology of any Licensor Products, and Licensor reserves all rights in and to the products that are not expressly granted hereunder. Licensee may not market, co-brand, private label or otherwise permit third parties to access the products in the ToolKit, or any part thereof. Licensee may not use the products in the ToolKit, or any part thereof, for the benefit of any other person or entity. Licensee may not cause, assist or permit any third party to do any of the foregoing.

## **TITLE**

Licensor remains the owner of all right, title and interest in the product and related materials. We reserve all rights not specifically granted to Licensee above. The license granted above will be narrowly construed in Licensor's favor. Licensor will have the right to proceed against Licensee in the event that Licensee infringes against our rights. Any use not within the precise scope of the license set forth above will be considered an infringement. In the event of infringement, Licensor reserves the right to proceed with any legal remedy available to it, including but not limited to recovery of damages, obtaining injunctions, recovering statutory damages, recovering attorney fees, and any other available legal remedy.

## **TERM AND TERMINATION**

This Agreement takes effect upon Licensee's receipt of or access to the product and remains effective until terminated. The Licensee may terminate it at any time by destroying all copies of the product in Licensees possession. It will also automatically terminate if Licensee fails to comply with any term or condition of this license Agreement. Licensee agrees on termination of this license to destroy all copies of the product, including electronic versions, in Licensees possession.

Licensee will be eligible to receive product updates and amendments so long as Licensee is a current insured within the insurance program that provided the insured initial access to this product.

## **CONFIDENTIALITY**

The product contains trade secrets and proprietary knowledge that belong to Licensor and it is being made available to Licensee in strict confidence. ANY USE OR DISCLOSURE OF THE PRODUCT OTHER THAN IN STRICT ACCORDANCE WITH THIS AGREEMENT MAY BE ACTIONABLE AS A VIOLATION OF LICENSOR'S TRADE SECRET RIGHTS.

## **PRODUCT DISCLAIMER**

Licensor's products included in the ToolKit, have important consequences, and should be prepared and executed under the supervision of planning professionals. Licensee acknowledges that there may be special conditions in their operations that require modification of these products. It is the ultimate responsibility of the Licensee to determine their sufficiency for the use intended with or without change. Liability will not be accepted for any loss or damage however caused. The products included in the ToolKit are provided "As-Is," without warranty or condition of any kind whatsoever. To the maximum extent provided by law, Licensor, its agents, directors and officers shall not be liable for any damages whatsoever (including compensatory, special, direct, incidental, indirect, consequential, punitive or any other damages) arising out of the use or the inability to use the products provided in this ToolKit.

Licensor's products include content and information that has been aggregated and drawn from members of Licensor's Expert Council, staff, and from a wide variety of information in the public domain, and from public sources, including from federal and state governmental websites, and a variety of other sources. While much of the content is original, the remaining content has been edited, re-written, elaborated upon; however, some text/content may exist in its original form, as published in the public domain.

It should be understood that any changes made to the content, appearance, or lay-out of any Licensor product by Licensee have been made at the risk of affecting the validity of the product. Licensor cannot be responsible for any consequences resulting from changes Licensee has

made to these products. It is strongly recommended that Licensee seek the advice of a planning professional about the validity and the consequences of any changes Licensee has made to these products. THE ENTIRE RISK, AS TO THE RESULTS AND PERFORMANCE OF THE PRODUCTS AND/OR SERVICES, ARE ASSUMED BY LICENSEE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LICENSOR SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY, AND LICENSEE MANY NOT RELY ON SUCH INFORMATION OR ADVICE TO DO SO.

#### **TECHNOLOGY DISCLAIMER**

Licensee understands that Licensor cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. Licensee is responsible for implementing sufficient procedures and checkpoints to satisfy Licensee's particular requirements for accuracy of data input and output, and for maintaining a means external to this site for the reconstruction of any lost data. Licensor does not assume any responsibility or risk for Licensee's use of the Internet.

#### **LIMITATION & EXCLUSION OF LIABILITY**

In no event will Licensor be liable to Licensee or any third party for any incidental or consequential damages (including, without limitation, indirect, special, punitive, or exemplary damages for loss of business, loss of profits, business interruption, loss of business information or any other pecuniary loss) arising out of the use of, or inability to use, the ToolKit or other Licensor product, or for any claim by any other party, even if Licensor has been advised of the possibility of such damages. Licensor makes no guarantees or assurances that the ToolKit and products therein will achieve Licensee's specific goals. If this limitation of liability or the exclusion of warranty set forth herein is held inapplicable or unenforceable for any reason, then the cumulative maximum liability of Licensor, its affiliates, including their officers, directors, employees, subcontractors, agents, successors or assigns, for any type of damages shall be limited to what was paid for this product. Some states do not allow the exclusion or limitations provided herein and they may not apply to Licensee. Licensee may also have other rights that may vary from state to state.

#### **INDEMNITY**

Licensee agrees, when using the ToolKit, to use all appropriate care, under the guidance of planning professionals. Licensee agrees to indemnify, defend, and hold harmless Licensor and its subsidiaries, affiliates, officers, directors, employees, subcontractors, agents, successors or assigns, as well as the agents, directors and officer of Licensor's insurance partners through whom you may have been given access to this product, from any and all third party claims, liability, damages, and/or costs (including, but not limited to, attorneys fees) arising from Licensee's use of Licensor's products, Licensee's violation of this Agreement, Licensee's breach

of these Terms of Use, including any use of content other than as expressly authorized in these Terms of Use, or Licensee's infringement of any intellectual property or other right of any third party.

## **DISPUTES**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the state of New York, without regard to its conflict of laws provisions, as it is applied to Agreements entered into and to be performed entirely within such jurisdiction. The exclusive forum for any action arising hereunder is in a court of competent jurisdiction in the State of New York.

To the extent Licensee has in any manner violated or threatened to violate Licensor's intellectual property rights, Licensor and/or its affiliates may seek injunctive or other appropriate relief in any state or federal court in the State of New York, and Licensee consents to exclusive jurisdiction and venue in such courts.

## **GENERAL PROVISIONS**

Licensee acknowledges and agrees that no agency, partnership, franchise, joint venture, or employer-employee relationship, is intended or created by this Agreement.

This Agreement, the rights granted hereunder, including the ToolKit, shall not be assigned by Licensee without the prior written consent of Licensor.

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably affect the intention of the parties.

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may only be amended by a document in writing.

Article headings are included for convenience only and form no part of the Agreement.

Licensee agrees that any notice to be sent to Licensee, including but not limited to any legal notices and court-related notices, shall be sent to Licensee via Email at the Email address that Licensee designated when a license to use Licensor's products was activated. Any notices to Licensor must be by certified mail, return receipt requested, at the address set forth in the first paragraph of this License Agreement.

Licensor reserves the right to unilaterally amend any offers, terms or other matters pertaining to the products on our web site. For all other matters, any amendments to this Agreement must be in writing and signed by both parties. No course of dealing or trade usage shall be deemed to amend the terms of this Agreement.

This written Agreement is the exclusive Agreement between Licensee and Licensor concerning the product and related materials and supersedes any prior communication, advertising or representation concerning the product.

This Agreement may be modified only by Licensor and such modification can be made at any time, without notice to Licensee, and by activating this License Agreement, Licensee so agrees.

[To activate this License Agreement, click here.](#)