

FyrSoft LLC Privacy Policy

FyrSoft LLC respects your privacy and recognizes your need for appropriate protection and management of any personally identifiable information you choose to provide us. FyrSoft has established this Privacy Policy so that you may better understand the purpose for which we collect and use personal information.

Personal information means any information that may be used to identify an individual, including, but not limited to, a first and last name, a physical address, an email address, or other contact information including, gender, occupation, personal interests, or other similar information.

Generally, you may browse our Web site without providing personal information. We do not automatically collect personal information. We may log your IP address to help track which part of our Web site you visit and how much time you spend there. FyrSoft may collect personal information when you register for an account, when you use certain FyrSoft products or services, when you register to attend a seminar or participate in an online survey, product discussion, training or marketing program, or when you ask to be included in a mailing or email list.

We may use the information we collect from you in the following ways:

- To personalize user's experience and to allow us to deliver the type of content and product offerings in which you are most interested
- To improve our website in order to better serve you
- To allow us to better service you in responding to your customer service requests
- To send periodic emails regarding your order or other products and services

Access to certain FyrSoft Web pages requires a login and a password, for which use may be governed by a written agreement between your employer and FyrSoft. Your personal information may be retained by FyrSoft to verify compliance with such agreement.

Do We Use 'Cookies'?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognize your browser and capture and remember certain information. They are used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We use cookies to:

- Understand and save user's preferences for future visits
- Keep track of advertisements
- Compile aggregate data about site traffic and site interactions in order to offer better site experiences and tools in the future. We may also use trusted third party services that track this information on our behalf

As you browse our Web site and other websites, online ad networks we work with may place anonymous cookies on your computer, and use similar technologies, in order to understand your interests based on your (anonymous) online activities, and thus to tailor more relevant ads to you. If you do not wish to receive such tailored advertising, you can visit this [page](#) to opt out of most companies that engage in such advertising. (This will not prevent you from seeing ads; the ads simply will not be delivered through these targeting methods.)

You can also choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Internet Explorer) settings. Each browser is a little different, so look at your browser's Help menu to learn the correct way to modify your cookies.

If you disable cookies off, some features will be disabled.

Notice

FyrSoft will not transfer your personal information to third parties without your consent, except under the following limited conditions: (a) we have your consent to share the information; (b) we need to share your information to provide the product or service you have requested or contractually agreed to; (c) we need to transmit the information to third parties who work on behalf of FyrSoft to provide a product or service to you, in which cases we will only provide those companies the information they need to deliver the product or service, and they are prohibited from using that information for any other purpose; (d) as part of a merger or sale of business; (e) as required by law or to respond to legal processes or lawful requests, including law enforcement or government agencies.

Individual Consent to Personal Information and Contact Preferences

Individuals must agree to the FyrSoft terms and conditions in order to receive marketing communications. This notice of consent is on marketing emails along with any form completions required on the website. If an individual does not want to consent, the individual can opt out by unsubscribing or contacting privacy@fyrsoft.com to state their request.

Retention Policies

Personal information collected on FyrSoft sites and services may be stored and processed in the United States or any other country where FyrSoft or its affiliates, subsidiaries, or service providers maintain facilities. FyrSoft may retain your personal information for a variety of reasons, such as to comply with our legal obligations, resolve disputes, enforce our agreements, and as long as necessary to provide services. If you have further questions on this policy, please contact privacy@fyrsoft.com.

Data Security

FyrSoft is committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use, or disclosure. Your FyrSoft account information is password-protected for your privacy and security. FyrSoft safeguards the security of the data you provide us with physical, electronic, and managerial procedures.

While we intend to take reasonable and appropriate steps to protect your personal information, we cannot prepare for every eventuality.

Please note that our sites may include links to third-party sites whose privacy practices may differ from those of FyrSoft. If you submit personal information to any of those sites, your information is governed by the privacy statements on those sites. We encourage you to review the privacy statement of any site you visit.

Update Your Preferences

Should you need to update, correct, or request deletion of any of your personal information, or of your FyrSoft account, notify us by sending an email to privacy@fyrsoft.com. Contact preferences will be updated in a timely manner. The updated contact preferences will be documented to ensure fulfillment of request.

Requesting Access to Personal Information

If you would like to request access to your personal information, you can do so by contacting us at privacy@fyrsoft.com. In the request, please specify what personal information you are looking for. During the process, we will authenticate the identity of the person requesting access to personal information. Government issued identifiers like Social Security numbers will not be used for authentication, unless all other methods have been exhausted. After authentication, FyrSoft will search for the requested personal information. Dates, time, and search process will be documented in the FyrSoft contact preferences tracker.

Children and Privacy

The FyrSoft Web site is not structured, targeted, or intended to attract children under the age of 13. FyrSoft does not knowingly solicit personal information from children under the age of 13 or send them requests for personal information.

California Online Privacy Protection Act

CalOPPA is the first state law in the nation to require commercial websites and online services to post a privacy policy. The law's reach stretches well beyond California to require a person or company in the United States (and conceivably the world) that operates websites collecting personally identifiable information from California consumers to post a conspicuous privacy policy on its website stating exactly the information being collected and those individuals with whom it is being shared, and to comply with this policy. - See more at: <http://consumercal.org/california-online-privacy-protection-act-caloppa/#sthash.0FdRbT51.dpuf>

According to CalOPPA we agree to the following:

- Users can visit our site anonymously
- Once this privacy policy is created, we will add a link to it on our home page, or as a minimum on the first significant page after entering our website
- Our Privacy Policy link includes the word 'Privacy', and can be easily be found on the page specified above

Users will be notified of any privacy policy changes on our Privacy Policy Page. Additionally, users are able to change their personal information by emailing us or by logging in to their account.

CAN SPAM Act

The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred

To be accordance with CANSPAM we agree to the following:

- NOT use false, or misleading subjects or email addresses
- Identify the message as an advertisement in some reasonable way
- Include the physical address of our business or site headquarters
- Monitor third party email marketing services for compliance, if one is used
- Honor opt-out/unsubscribe requests quickly
- Allow users to unsubscribe by using the link at the bottom of each email

If at any time you would like to unsubscribe from receiving future emails, you can follow the instructions at the bottom of each email received.

General Terms

By using this Web site, you consent to the terms of our Privacy Policy. Should this policy substantially change, we will make that information available by posting a notice on this site. If you have any comments of questions regarding our Privacy Policy, please email us at privacy@fyrsoft.com or send your written response to FyrSoft LLC, 2450 Louisiana #400-405, Houston, Texas 77006.

FYRSOFT LLC TERMS OF USE

ACCEPTANCE OF TERMS

This Web site ("Web site") is the property of FyrSoft LLC ("FyrSoft"). By using this Web site and the information offered herein, you indicate your acceptance of these Terms of Use ("Terms"). FyrSoft reserves the right to change these terms from time to time at its sole discretion and without notice to you. In the case of any violation of these terms, FyrSoft reserves the right to seek any and all remedies available by law and in equity for such violations.

USE OF SITE

Unless otherwise specified, you will be provided with access to a variety of resources, including product information, download areas, communication forums, etc. (collectively, "Services"). You may not modify, transmit, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from the Services.

In consideration of your use of this Web site, you agree to: (a) provide accurate and complete information about you as may be prompted by a registration form on the Web site; (b) maintain the security of your password and identification; and (c) accept all risks of unauthorized access to information and registration data.

You agree not to upload, post or otherwise transmit via the Web site content that: (a) is knowingly inaccurate, harmful, obscene, pornographic, defamatory, racist, violent, offensive, harassing, or otherwise objectionable to FyrSoft or other users of the Web site; (b) violates or infringes anyone's intellectual property rights; or (c) contains any computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

You agree that you will not use the Web site to: (a) transmit bulk or unsolicited communications; (b) disguise the origin of any Content transmitted through the Services; (c) misrepresent your affiliation with a person or entity; (d) engage in activities that would violate any fiduciary relationship, any applicable local, state, national, or international law; or (e) collect or store personal data about other users unless specifically authorized by such users.

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This Web site may contain links to third party sites. Access to any other Internet site linked to this Web site is at the user's own risk and FyrSoft is not responsible for the accuracy or reliability of any such information, data, or statements made on these sites. FyrSoft provides these links merely as a convenience and the inclusion of such links does not imply an endorsement.

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Access to and use of password-protected and/or secure areas of the Web site is restricted to authorized users only. Unauthorized individuals attempting to gain access to these areas of the Web site may be subject to prosecution.

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Any software which you download from this Web site is governed in accordance with (a) the license terms accompanying the file; (b) if no license terms accompany the file, the terms of the license agreement which accompanied the original product licensed by you which you are updating; or (c) the license terms pursuant to the FyrSoft's standard End User License Agreement.

DISCLAIMER OF WARRANTIES

FYRSOFT MAKES NO WARRANTY THAT: (a) THE WEB SITE WILL BE FREE FROM ERRORS OR INTERRUPTIONS; (b) THE RESULTS TO BE OBTAINED FROM USE OF THE WEB SITE WILL BE ACCURATE OR RELIABLE; OR (c) THE QUALITY OF THE SERVICES, CONTENT, INFORMATION, OR OTHER MATERIALS OBTAINED FROM THE WEB SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS. THE SERVICES PROVIDED HEREIN ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. FYRSOFT MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR NONINFRINGEMENT. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY CONTENT FROM THE WEB SITE.

LIMITATION OF LIABILITY

TO THE FULL EXTENT PERMITTED BY LAW, FYRSOFT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE ARISING OUT OF

OR IN CONNECTION WITH THE WEB SITE, EVEN IF FYRSOFT HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE THE WEB SITE; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE WEB SITE; (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE, INCLUDING WITHOUT LIMITATION UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (d) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY, OR DISTRIBUTE. TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY AND SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

GENERAL TERMS

The Terms constitute the entire agreement between you and FyrSoft relating to their subject matter, and cancel and supersede any prior versions of the Terms. No modification to the Terms will be binding, unless in writing and signed by an authorized officer of FyrSoft. You may not assign or otherwise transfer the Terms or any right granted hereunder. You may be subject to additional terms and conditions that may apply when you purchase or use FyrSoft or other third party products or services.

These terms shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any principles of conflicts of law. You hereby consent to the exclusive jurisdiction and venue of courts in Austin, Texas, U.S.A., or any other such court of competent jurisdiction selected, in its sole discretion, by FyrSoft, regarding any and all disputes relating to these Terms or your use of the Web site.

If any provision of these Terms is illegal, void, or for any reason unenforceable, then that provision will be deemed severable from the Terms, will be enforced to the fullest extent allowed by law as to effect the intention of the parties, and will not affect the validity and enforceability of any remaining provisions.

For questions about our policy and/or terms, please contact us via email: privacy@fyrsoft.com.