

Fireflies TERMS AND CONDITIONS

Introduction

These terms and conditions govern your use of Fireflies; by using Fireflies you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use Fireflies.

[You must be at least [13] years of age to use Fireflies. By using Fireflies [and by agreeing to these terms and conditions] you warrant and represent that you are at least [13] years of age.]

Firefly collects data on app usage. By using this website and agreeing to these terms and conditions, you consent to Fireflies's use of data collection in accordance with the terms of Fireflies's privacy policy.

License to use website

Unless otherwise stated, Fireflies and/or its licensors own the intellectual property rights in the app and material on the app. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this app (including republication on another app);
- sell, rent or sub-license material from the app;
- show any material from the app in public;
- reproduce, duplicate, copy or otherwise exploit material on this app for a commercial purpose;
- redistribute material from this website [except for content specifically and expressly made available for redistribution].

[Where content is specifically made available for redistribution, it may only be redistributed [within your organisation].]

Refund Policy

Since Fireflies is offering non-tangible irrevocable goods we do not issue refunds once the order is accomplished and the product is sent. As a customer you are responsible for understanding this upon purchasing any item on our app.

However, we realize that exceptional circumstance can take place with regard to the character of the product we supply.

Therefore, we DO honor requests for the refund on the following reasons:

- 1. Non-delivery of the items: If the deliverer does not deliver the items that you ordered
- 2. Major defects with the items when delivered

Please note that we do not bear any responsibility and therefore we do not satisfy any refund/return/exchange requests based on incompatibility of items delivered vs their description in the menu.

Our Technical Support Team is always eager to assist you and deliver highly professional support in a timely manner. Thank you for purchasing our products.

Contact Info

Fireflies Technical Support
229 Commonwealth Avenue
Boston, MA 02116
support@firefliesapp.com
Phone if needed

Pricing

Our pricing and what you pay is based on: the menu items you selected from each specific store, \$4 delivery fee for the deliverer, and a 9% service fee. You can find detailed menu item prices while ordering on the app.

Acceptable use

You must not use this app in any way that causes, or may cause, damage to the app or impairment of the availability or accessibility of the app; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this app to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without Fireflies's express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without Fireflies express written consent.]

Restricted access

[Access to certain areas of this website is restricted.] Fireflies reserves the right to restrict access to [other] areas of this website, or indeed this entire website, at Fireflies's discretion.

If Fireflies provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

[Fireflies may disable your user ID and password in Fireflies's sole discretion without notice or explanation.]

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this app, for whatever purpose.

You grant to Fireflies a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Fireflies the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Fireflies or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Fireflies reserves the right to edit or remove any material submitted to this website, or stored on Fireflies servers, or hosted or published upon this website.

[Notwithstanding Fireflies] rights under these terms and conditions in relation to user content, Fireflies does not undertake to monitor the submission of such content to, or the publication of such content on, this app.]

No warranties

This app is provided “as is” without any representations or warranties, express or implied. Fireflies makes no representations or warranties in relation to this app or the information and materials provided on this app.

Without prejudice to the generality of the foregoing paragraph, Fireflies does not warrant that:

- this app will be constantly available, or available at all; or
- the information on this app is complete, true, accurate or non-misleading.

Nothing on this app constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

Limitations of liability

Fireflies will not be legally liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this app:

- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.
- for any tampering of goods by deliverer who is not an employee
 - We will however refund in full the cost of the goods and delivery/service fees

These limitations of liability apply even if Fireflies has been expressly advised of the potential loss.

Exceptions

Nothing in this app disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this app disclaimer will exclude or limit Fireflies liability in respect of any:

- death or personal injury caused by Fireflies's negligence;
- fraud or fraudulent misrepresentation on the part of Fireflies or
- matter which it would be illegal or unlawful for Fireflies to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this app, you agree that the exclusions and limitations of liability set out in this app disclaimer are reasonable.

If you do not think they are reasonable, you must not use this app.

Other parties

[You accept that, as a limited liability entity, Fireflies has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Fireflies officers or employees in respect of any losses you suffer in connection with the website.]

[Without prejudice to the foregoing paragraph,] you agree that the limitations of warranties and liability set out in this app disclaimer will protect Fireflies officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Fireflies.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify Fireflies and undertake to keep Fireflies indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Fireflies to a third party in settlement of a claim or dispute on the advice of Fireflies legal advisers) incurred or suffered by Fireflies arising out of any breach by you of any provision of these terms and conditions[, or arising out of any claim that you have breached any provision of these terms and conditions].

Breaches of these terms and conditions

Without prejudice to Fireflies's other rights under these terms and conditions, if you breach these terms and conditions in any way, Fireflies may take such action as Fireflies deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the app, blocking computers using your IP address from accessing the app, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Fireflies may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this app from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Fireflies may transfer, sub-contract or otherwise deal with Fireflies's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions [, together with our Privacy Policy,] constitute the entire agreement between you and Fireflies in relation to your use of this app, and supersede all previous agreements in respect of your use of this app.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the state Fireflies operates in, and any disputes

relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of the state in which Fireflies operates in.