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# TERMS OF USE / SERVICE AGREEMENT

Date of last revision: November 5, 2024

This terms of use or service agreement ("Agreement") is between SideGuide Technologies, Inc. d/b/a Firecrawl, a Delaware Corporation ("Firecrawl," "Company," "we," "us," "our," or "ourselves") and the person or entity ("you" or "your") that has decided to use our services; any of our websites or apps; or any features, products, graphics, text, images, photos, audio,



video, location data, computer code, and all other forms of data and communications (collectively, "Services").

YOU MUST CONSENT TO THIS AGREEMENT TO USE OUR SERVICES. If you do not accept and agree to be bound by all of the terms of this Agreement, including the Privacy Policy, posted at <https://www.firecrawl.dev/privacy-policy> and incorporated by reference herein, you cannot use Services.

If we update this Agreement, we will provide you notice and an opportunity to review and decide whether you would like to continue to use the Services.

### 1. **Description of the Services**

Firecrawl is an API that converts any website into LLM-friendly data. It provides tools to extract structured data from web pages, ensuring the data is clean and ready for use in AI applications.

### 2. **Accessing the Services**

We reserve the right to change the Services and any material we provide in the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period.

### 3. **Log-in Information**

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree not to provide any other person with access to this Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

### 4. **Intellectual Property**

Firecrawl respects the intellectual property of others and expects those who use the Services to do the same. It is our policy, in appropriate circumstances and at our discretion, to disable and/or terminate the accounts of individuals who may infringe or repeatedly infringe the copyrights or other intellectual property rights of Firecrawl or others.

## **5. Your Use of the Services**

### **1. Your Representations and Eligibility to Use Services**

By registering and using the Services, you represent and warrant you: (i) have the authority and capacity to enter this Agreement; (ii) are at least 18 years old, or 13 years or older and have the express permission of your parent or guardian to use the Services; and, (iii) are not precluded or restricted in any way from using the Services, either by law or due to previous suspension from the Services.

### **2. Truthfulness of Information**

You represent and warrant that all information you submit when Employing the Services is complete, accurate, and truthful. You are responsible for maintaining the completeness, accuracy, and truthfulness of such information.

### **3. Limited Use of Services**

The Services are only for the uses specified in this Agreement. You agree that you will not use our proprietary information or materials in any way whatsoever except for use of the Services in compliance with this Agreement. We reserve the right to investigate and take legal action in response to illegal and/or unauthorized uses of the Services.

1. You agree that our Services contain proprietary information and material that we own and is protected by applicable intellectual property and other laws, including but not limited to trademark, copyright, patent, and trade secret laws.

2. You agree that you will not use our proprietary information or materials in any way whatsoever except for use of the Services in compliance with this Agreement.
3. In no way should your use of the Services be construed to diminish our intellectual property rights or be construed as a license or the ability to use the Services in any context other than as expressly permitted under this Agreement.

#### 4. **Prohibited Activities**

The following are prohibited activities under this Agreement:

1. Use the Services for any commercial purposes except as expressly authorized by Firecrawl;
2. Reproduce any portion of the Services in any form or by any means, except as expressly permitted in this Agreement or otherwise in writing by our authorized agent;
3. Modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services in any manner, and you shall not exploit the Services in any unauthorized way;
4. Use the Services for any unlawful activities or in violation of any laws, regulations, or contractual provisions, or to induce others to do or engage in the same;
5. Use the Services to promote violence, degradation, subjugation, discrimination or hatred against individuals or groups based on race, ethnic origin, religion, disability, gender, age, veteran status, sexual orientation, or gender identity;
6. Access another's account without permission of us or that person;
7. Publish or allow to be published malicious code intended to damage any mobile device, browser, computer, server, or network hardware;
8. Spam any comments section with offers of goods and services, or inappropriate messages;

9. Decompile, reverse engineer, or otherwise attempt to obtain the source code of the Services;
10. Solicit passwords or personal identifying information for commercial or unlawful purposes from others or disseminate another person's personal information without that person's permission;
11. Behave in any way that negatively impacts the customer experience of other users of our Services.
12. Employing the Services in association with debt collection;
13. Employing the Services for hard background check purposes;
14. Employing the Services to determine eligibility for a government license;
15. Employing the Services for any purpose prohibited by applicable data privacy and security laws, including the GDPR or CCPA;
16. Using our Services to benefit any government agency operating as an intelligence agency whose purpose is to collect and analyze data on people;
17. Any evidentiary purpose related to law enforcement or criminal prosecution;
18. Using or reselling Services in connection with any purpose covered by the Fair Credit Reporting Act.

## 6. **Payments**

### 1. **Third-Party Payment Services**

We use third-party payment services (currently, Stripe) to handle payment services. If you have any issue with charges, those issues need to be addressed between you and the third-party payment service. We are not responsible for the payments or any related disputes.

## **2. Online Payment Terms**

For users that sign up by the website, you will pay in accordance with the subscription terms you agree to on the website. Company will charge the user's credit card in accordance with the payment terms agreed to by the client.

## **3. Order Form Payment Terms**

If the user agrees to an Order Form, then the user will be billed for use of the Services in accordance with the applicable Order Form. The pricing specified in an Order Form will govern any agreement by any user that signs an Order Form, rather than the pricing terms typically specified on the site.

## **4. Taxes**

Fees do not include taxes and user shall pay, indemnify and hold Company harmless from all applicable sales/use, gross receipts, value-added, GST or other tax on the transactions contemplated herein, other than taxes based on the net income or profits of the Company.

## **5. No Refunds**

We do not provide refunds for any reason on our Services. Users can cancel our Services at any time, and at the end of the current billing period, they will no longer receive any charges related to the Services. If, for whatever reason, in the unlikely event that we are no longer capable of offering the Services, customers will receive a prorated refund for any unused portion of the Services.

## **7. Disclaimers, Waivers, and Indemnification**

### **1. No Guarantees, Endorsements, or Investigation**

We do not provide any guarantees or endorsements of any third-party or user, or its content or links, or any content collected or provided through the Services. We do not investigate or otherwise review any user, or third-party or its content. We are not responsible for the

timeliness, propriety, or accuracy of third-party content. You accept all risks associated with any third-party, and its content, links, or related information. You agree not to hold us liable for any conduct or content of third parties or other user.

## **2. Disclaimer of Warranties**

All information and services are provided on an "as is" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In addition, we do not make any warranty that access to the Services will be uninterrupted, secure, complete, error free, or meet your particular requirements.

## **3. Limitation of Liability**

To the maximum extent permitted by law, in no event shall we or our agents be liable to you or any other person or entity for any direct, punitive, incidental, special, consequential, or exemplary damages. In no event shall our liability under this Agreement exceed the total amount of money paid to us by you under any subscription or fees for our Services in the prior six months.

## **4. Waiver of Liability**

You waive any liability of or claims against us for any injuries or damages (including compensatory, punitive, special, or consequential damages) you sustain as a result of or associated with using the Services. You waive any claim or liability stemming from our negligence.

Where our Services incorporate or utilize any information, software, or content of a third party, you waive any liability or claim against us based upon that information, software, or content—including based upon the negligence of that third party.

## **5. Scope of Waiver**

You understand and agree the above waiver extends to any claim of any nature or kind, known or unknown, suspected or unsuspected, regardless of when the claim first existed.

## 6. California-Specific Waiver and Notices

You understand and agree the above waiver includes waiver of a claim of the type identified under California Civil Code, Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The following notice is for California users: Pursuant to California Civil Code Section 1789.3: If you have a question or complaint about us, our products, or our Services please contact us at [help@firecrawl.com](mailto:help@firecrawl.com). You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by telephone at (800) 952-5210 or by mail at the Department of Consumer Affairs, Consumer Information Division, 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834.

## 7. Indemnification

By using the Services, you represent, covenant, and warrant that you will use the Services only in compliance with all applicable laws and regulations. You hereby agree to defend, indemnify, save and hold harmless Company and its officers, agents, affiliates, and employees against any and all third-party claims, damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) in connection with any third-party claim, regulatory action, or other action that arises from any alleged violation of the foregoing or otherwise from any third-party claim or regulatory action arising from or relating to your use of Services. In the event Company incurs actual damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) associated with this Section, Company shall provide a monthly accounting to you of any damages, losses, liabilities, settlements, and expenses (including without limitation costs and attorneys' fees) incurred for which it is entitled to indemnification in the form of an invoice, and you shall be responsible for paying that invoice within fifteen days of receipt. In the event you fail to pay indemnification

invoices for which it is responsible in a timely fashion, and the Company is required to take legal action to recover the amounts due to it from those invoices, you shall also be responsible for all costs, including attorneys' fees, associated with Company's attempts to recover money due to it as a result of your indemnification obligations. Although Company has no obligation to monitor your use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

## **8. Limitation of Services and Termination**

### **1. Right to Remove Content**

We reserve an unrestricted right to remove content or access to content (in this instance, through our Services) at any time without advanced notice. Nonetheless, we are not responsible for any third-party content and make no commitment or assurances that we will remove, monitor, or assess any specific third-party content, regardless of its content or character.

### **2. Right to Terminate Access**

To protect us and our users, we reserve an unrestricted right to refuse, terminate, block, or cancel your application to, account with, or access to the Services at any time, with or without cause. You acknowledge here that you have no right: to use of the Services should we terminate or suspend your account. Primary reasons warranting termination include (and primary reasons leading to suspension pending investigation of claims or evidence of the following):

1. You violate any of the provisions of this Agreement;
2. You hinder or interfering with us in providing our Services;
3. You make misrepresentations or otherwise deceive Firecrawl; and,

4. You use the Services in violation of: any international, federal, state, or local law; or applicable regulation, rule, or order by any regulatory, governing, or private authority, or a court of competent jurisdiction.

### **3. No Right to Services or Content**

You neither possess nor retain any ownership of or rights to the Services unless the content is generated by You. The rules of user-generated content are described below.

### **4. Grant of License to User-Generated Content and Feedback**

Content and intellectual property that is posted by users belongs to the user that post it within the Services. Similarly, any suggestions or comments you make to us about our Services ("Feedback") belongs to you. But if you post content or intellectual property within the Services or give us Feedback about the Services, you hereby grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, modify, publish, translate and distribute any content that you submit in any form or Feedback you provide to our Services in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights. This license and any related sub-licenses survive termination of this Agreement and persist even if you stop using the Services.

### **5. Not Responsible for User-Generated Content**

Users may post information on or about our Services. We will not verify or confirm the accuracy or quality of any third-party content posted on or about our Services, and we are not responsible for any third-party content. Users are responsible for performing their own investigation of any such user-generated content and hereby waive any claims related to such content, for any reason.

### **6. Survival**

After termination, we retain all rights to content as specified in this Agreement. Sections II–VIII of this Agreement survive after termination.

## 9. General Provisions

### 1. DMCA Violations

If you believe any of our content infringes on your copyright, you may request removal by contacting the following address: [help@firecrawl.com](mailto:help@firecrawl.com). We will respond to all requests promptly and to the best of our ability.

### 2. Successors and Assignees

We may assign this Agreement to an affiliate or in connection with a merger or sale of all or substantially all of our corresponding assets. You may not assign this Agreement.

You agree that any waiver or protections afforded to us are also provided to our affiliates, directors, officers, principals, employees, agents, and successors in their roles and relationship with us. You also acknowledge that all waivers and agreements bind not only you, but any successors, heirs, agents, and other representatives.

### 3. Venue and Jurisdiction

***For any claim between you and Firecrawl, you agree that the claim must be resolved exclusively in accordance with the governing laws of the State of California. The venue and jurisdiction for any disputes shall also be San Francisco, California. You agree to waive the following defenses to any action brought in San Francisco, California: forum non conveniens and lack of personal jurisdiction.***

### 4. Dispute Resolution

Except for a claim related to Company's intellectual property, before filing a claim, each party agrees to try to resolve any dispute between the parties by contacting the other party. Notice to Firecrawl must be provided to Firecrawl a [help@firecrawl.com](mailto:help@firecrawl.com). If a dispute is not resolved in 30 days after such notice, a party may file a claim in the state or federal courts of San Francisco, California.

## 5. Class-Action Waiver

***In any case, users of the Services may only resolve disputes with Firecrawl on an individual basis and will not bring claim in class, consolidated or representative action. By using the Services, user acknowledges and hereby agrees that it is waiving any rights to class-action lawsuits, class-wide arbitrations, private attorney-general actions, combining actions without consent of all parties, and any other proceeding where someone acts in a representative capacity, regardless of jurisdiction.***

## 6. Waiver

If one party waives any term or provision of this Agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this Agreement, that party retains the right to enforce that term or provision at a later time.

## 7. Severability


If any provision of this Agreement is invalid or unenforceable, whether by the decision of an arbitrator or court, by passage of a new law, or otherwise, the remainder of this Agreement will remain in effort and be construed and enforced consistent with the purpose of this Agreement, to the fullest extent permitted by law. Furthermore, if a provision is deemed invalid or unenforceable, you agree that provision should be enforced to the fullest extent permitted under the law, consistent with its purpose.

## 8. Understanding of Agreement

You acknowledge that you understand the terms and conditions of this Agreement. You also acknowledge that you could discuss these provisions with a lawyer at your own expense prior to entering into this Agreement and have either done so or chosen not to do so in entering this Agreement. Regardless of your choice, you intend to be fully bound by this Agreement.

## 9. Entire Agreement

This Agreement, together with the Privacy Policy (or an Order Form and Data Enrichment Agreement, when applicable), constitutes the entire agreement between us, and supersedes all prior agreements, representations, and understandings, oral or written, between us. If there is a conflict between this Agreement and an Order Form or Data Enrichment Agreement, the Order Form and Data Enrichment Agreement shall govern.

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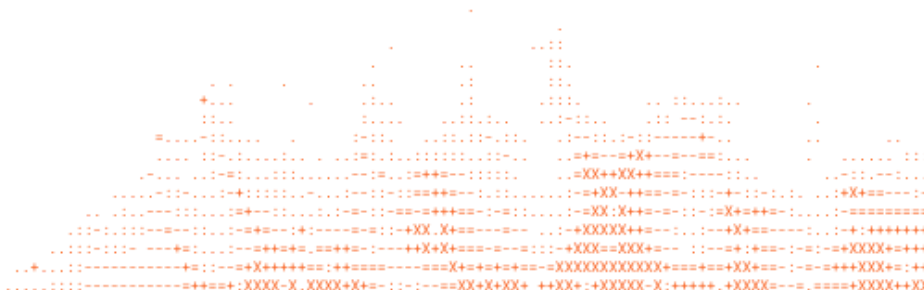
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