

# Terms of Use and Sale

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| <b>Effective date:</b> August 5, 2026       | <b>Operator:</b> Matthew Merkley       |
| <b>Business name:</b> Fire Safety Handbook  | <b>Location:</b> Ontario, Canada       |
| <b>Contact:</b> info@firesafetyhandbook.com | <b>Website:</b> firesafetyhandbook.com |

These Terms of Use and Sale (the “Terms”) govern access to firesafetyhandbook.com (the “Website”) and the purchase and use of the Fire Safety Handbook, Resource Package, bundles and related digital materials (collectively, the “Products”). By using the Website, placing an order or accessing a Product, you agree to these Terms. If you purchase on behalf of an organization, you confirm that you are authorized to bind that organization.

## 1. Seller, orders and payment

The Website and Products are offered by Matthew Merkley, operating as Fire Safety Handbook (“we,” “us” or “our”). Prices are shown in the currency identified at checkout. Applicable taxes and the total purchase price will be displayed before payment. Orders are subject to payment authorization and acceptance. We may correct obvious pricing or product-description errors before fulfilling an order and will provide an appropriate refund if an order cannot be completed.

## 2. Digital delivery

Products are supplied electronically through a download link, customer portal, email or other method described at checkout. You are responsible for providing an accurate email address and maintaining compatible software and devices. Contact us promptly if delivery is not received or a file cannot be opened.

## 3. Licence and permitted use

Unless a different licence is stated in writing, one purchase grants the purchasing individual or organization a limited, non-exclusive, non-transferable licence to use the Products internally at one residential property. Staff working at that property may access and print reasonable copies for operational use. Ownership of the Products and all intellectual-property rights remains with the copyright owner.

## 4. Prohibited use

- Do not share the Products with unrelated persons, other properties or other organizations.
- Do not upload the Products to public websites, unrestricted drives, marketplaces or file-sharing services.
- Do not resell, sublicense, rent, publish, distribute or commercially reproduce the Products.
- Do not remove copyright or licence notices, or present the Products as your own work.
- Portfolio-wide, multi-property, training-provider or enterprise use requires written permission or a separate licence.

## 5. Refunds, updates and availability

All digital Product sales are final as set out in the Refund Policy in effect at the time of sale, subject to any rights that cannot legally be excluded. We may update the Website or Products, but a purchase does not include unlimited future revisions unless expressly stated. We do not guarantee uninterrupted Website access and may suspend access to protect security, investigate misuse or maintain the service.

## 6. Disclaimer and liability

The Product Disclaimer forms part of these Terms. To the maximum extent permitted by law, the Website and Products are provided without guarantees that they will satisfy every legal or operational requirement. We are not liable for indirect, incidental, special, consequential or business-interruption losses arising from use of the Website or Products. Any aggregate liability will not exceed the amount paid for the affected Product, except where applicable law does not permit that limitation.

## 7. General

You may not assign your rights under these Terms without written consent. If any provision is unenforceable, the remaining provisions continue in effect. These Terms are governed by the laws of Ontario and the federal laws of Canada applicable there, subject to any mandatory consumer rights in the purchaser's jurisdiction. We may revise these Terms prospectively by posting an updated version and effective date.

# Privacy Policy

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This Privacy Policy explains how Fire Safety Handbook collects, uses, discloses, stores and protects personal information when you visit the Website, contact us, subscribe to communications or purchase Products.

## 1. Information we collect

- Contact and account information, such as your name, email address, organization and login details, where applicable.
- Transaction information, such as products purchased, order date, amount, currency, billing details and payment status. Complete payment-card information is handled by the secure third-party payment service available at checkout. We receive only the transaction and limited billing information reasonably required to administer the order and do not store complete payment-card numbers.
- Communications, including contact-form messages, support requests, reviews and other correspondence.
- Technical information, such as IP address, browser, device, operating system, referring page, pages viewed and cookie or similar identifiers.
- Marketing preferences and records of consent, subscription and unsubscribe activity.

## 2. How we use information

We use personal information to process and deliver orders; authenticate access; communicate about purchases; provide support; prevent fraud and misuse; maintain, secure and improve the Website and Products; comply with legal, tax and accounting obligations; and send promotional communications where permitted. We limit collection, use and disclosure to purposes that a reasonable person would consider appropriate in the circumstances.

## 3. Consent and marketing

We obtain consent where required and provide information about the purposes for collection. You may withdraw consent to optional uses, subject to legal or contractual restrictions. Marketing emails will identify the sender and include an unsubscribe mechanism. Transactional messages about an order, security or requested support may still be sent.

## 4. Cookies and analytics

The Website uses or may use essential cookies required for security, checkout and functionality. Limited analytics may also be used to understand Website traffic and improve performance. If non-essential analytics or advertising technologies are enabled, appropriate notice and consent choices will be provided where required. Browser settings may block some cookies, but doing so can affect Website functionality.

## 5. Service providers and cross-border processing

We may transfer personal information to third-party service providers that support Website hosting, ecommerce, payments, digital delivery, email, analytics, accounting, security and professional services. These providers are permitted to use the information only as needed to provide their services, meet legal requirements and protect their systems. Information may be processed in Canada, the United States or other jurisdictions and may be subject to the laws of those jurisdictions. We remain accountable for personal information transferred for processing and do not sell personal information to advertisers.

## 6. Retention and safeguards

Information is retained only as long as reasonably necessary for the purposes described, including legal, tax, accounting, dispute-resolution and security requirements. We use administrative, technical and physical safeguards appropriate to the sensitivity and volume of the information. No method of electronic storage or transmission can be guaranteed completely secure.

## 7. Access, correction and complaints

You may request access to or correction of personal information, ask questions, withdraw eligible consent or submit a privacy complaint by contacting info@firesafetyhandbook.com. We may need to verify your identity and may retain information where required or permitted by law. You may also contact the privacy regulator with jurisdiction over your concern.

## 8. Changes

We may update this policy to reflect changes in law, services or data practices. The current version will be posted with a revised effective date. Material changes will be communicated where required.

# Refund Policy

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All purchases of digital Products are final once payment has been completed and access to the Product has been provided. Refunds are not offered for change of mind, failure to review the Product description, purchasing the wrong Product, deciding that the Product is no longer required or failing to use the Product. Limited corrections or refunds are available only in the circumstances described below or where applicable law requires otherwise.

## Limited correction or refund requests

Contact us within seven days after purchase if any of the following occurs. This seven-day request period does not reduce any longer period required by applicable law:

- You were charged more than once for the same order.
- You paid but did not receive access after checking your spam or junk folder and completing reasonable troubleshooting.
- The delivered file is corrupted, incomplete or unusable and we cannot provide a working replacement.
- The Product delivered is not the Product ordered.
- The Product is materially different from the description presented at the time of purchase.
- A refund, cancellation or other remedy is required by applicable law.

## Requests that are generally not eligible

- A change of mind after access or download.
- Failure to review the Product description, system requirements, intended audience or scope before purchase.
- A decision that the Product is no longer needed or will not be used.
- Inability to use the Product because of unsupported software or devices when the applicable format was disclosed.
- Loss of access caused by sharing, licence misuse or violation of the Terms of Use and Sale.

## How to request assistance

Email info@firesafetyhandbook.com with the purchaser's name, order email, order number, Product purchased and a clear description of the issue. Screenshots or error messages may be requested where reasonably necessary to diagnose a technical problem.

## Resolution process

We will normally first correct the order, restore access, provide a replacement file or offer reasonable technical assistance. If the issue cannot reasonably be corrected and the request qualifies under this policy or applicable law, an appropriate full or partial refund will be issued to the original payment method. Financial institutions and payment processors control the time required for the credit to appear.

## Abuse and chargebacks

We may decline requests involving fraud, repeated misuse or continued use or distribution of a Product after a refund. Before initiating a chargeback, please contact us so we can investigate and attempt to resolve the issue. Nothing in this policy prevents a purchaser from exercising lawful payment-dispute rights.

## Mandatory rights

Nothing in this Refund Policy limits any right, remedy, warranty or protection that cannot legally be excluded or restricted. If this policy conflicts with a mandatory legal requirement, the mandatory requirement applies.

# Copyright Notice and Product Licence

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## Copyright notice

© 2026 Matthew Merkley. All rights reserved.

The Fire Safety Handbook, Resource Package, fillable and printable forms, graphics, text, layout and related materials are protected by copyright and other applicable intellectual-property laws. Copyright ownership is not transferred when a Product is purchased.

## Standard one-property licence

Unless a different written licence accompanies an order, the purchaser receives a limited, non-exclusive, non-transferable and revocable licence to use the purchased Product internally at one residential property. The purchaser may:

- Store a reasonable working copy on secure devices or systems controlled by the purchaser or licensed property.
- Allow owners, property managers, building managers, facility managers, superintendents and other staff assigned to that property to use the Product for internal operations.
- Print reasonable copies of forms and reference pages for use at that property.
- Complete, customize and maintain records in the provided forms for that property, provided copyright and licence notices are not removed from master materials.

## Uses requiring separate permission or licensing

Written permission or a separate multi-property, enterprise, educational or commercial licence is required to:

- Use one purchase at more than one property or across a property-management portfolio.
- Provide the Product to clients, contractors, affiliates or unrelated organizations as their own operational resource.
- Post or distribute the Product through a public or unrestricted website, drive, learning platform, marketplace or file-sharing service.
- Resell, sublicense, rent, publish, translate, adapt or commercially reproduce all or a substantial portion of the Product.
- Use the Product as the principal content of paid training, consulting or a competing publication or resource package.

## Limited excerpts

Small excerpts may be quoted for commentary, review or internal reference where permitted by law, provided the excerpt is accurate, proportionate and accompanied by appropriate attribution. This does not authorize reproduction of complete pages, forms, chapters or substantial portions of a Product.

## Permissions and suspected misuse

For multi-property licensing, permissions or questions about an intended use, contact info@firesafetyhandbook.com before copying or distribution. Suspected unauthorized distribution may result in suspension of access, termination of the licence and pursuit of available remedies.

# Product Disclaimer

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## General educational information

The Fire Safety Handbook, Resource Package and related materials provide general educational and operational information for residential apartment buildings. They are intended to help owners, property managers, building managers, facility managers, superintendents and building staff better understand common fire- and life-safety responsibilities and organize routine activities.

## Not professional or site-specific advice

The Products are not legal advice, engineering advice, architectural advice, fire-protection design advice or a substitute for services provided by qualified professionals. They do not replace legislation, regulations, codes, standards, approved Fire Safety Plans, emergency procedures, manufacturer instructions, contractual obligations or directions issued by the Authority Having Jurisdiction ("AHJ").

## Requirements vary

Fire- and life-safety requirements vary by jurisdiction, occupancy, building age, height, design, construction, installed systems, approved equivalencies and local enforcement practices. Purchasers and users are responsible for identifying and complying with the requirements that apply to their own property and for confirming that information remains current.

## Building scope

The Products are designed primarily for residential apartment buildings up to 12 storeys. Much of the guidance may also be useful in taller buildings; however, taller or more complex buildings may include additional systems, features and procedures that are not fully addressed, including emergency voice or alarm communication, smoke-control or pressurization systems, specialized elevator and firefighter operations, and other high-building provisions.

## Qualified work and emergency response

Inspection, testing, maintenance, repair, alteration and emergency activities must be performed by qualified, trained or authorized persons where required. Users must follow the building's approved procedures and AHJ direction. The Products do not authorize any person to investigate a fire, enter smoke, delay evacuation, operate specialized equipment or perform regulated work without the necessary training and authority. In an emergency, call 9-1-1 or the applicable emergency service and follow official instructions.

## No guarantee

Reasonable care has been taken in preparing the Products, but completeness, accuracy and continued currency cannot be guaranteed for every property or jurisdiction. Use of the Products does not guarantee legal compliance, approval by an AHJ, prevention of fire, avoidance of loss, successful emergency outcomes or suitability for a particular building. Users must apply professional judgment and obtain site-specific advice where appropriate.

## Third parties and endorsement

References to fire departments, authorities, standards, manufacturers, software or other organizations are descriptive only and do not imply sponsorship, approval or endorsement. Third-party requirements and resources may change independently of the Products.