Firecast Terms of Use (Version 1)

Revision control

Revision	Date	Changes
Version 0	January 31, 2018	Initial version of the terms of use.
Version 1	March 31, 2021	All terms have been changed or revised. This version establishes the baseline for subsequent change control.

These are the terms of use in the English language. Click here to see the terms of use in the Portuguese language for Brazilians.

1. Your contract with the RRPG Firecast Group

1.1 The term "Firecast" refers to the service composed of client software, server software and websites published by RRPG Firecast Group that: (i) allows communication between people through text chat and/or through VOIP; (ii) allows the exchange of data (files, stories, images, and other texts) between people; (iii) has several special features, all dedicated to support RPG (Role Playing Game) sessions over the internet.

1.2 The terms "RRPG", "Firecast" and "RRPG Firecast" are synonymous to each other.

1.3 The term "RRPG Firecast Group" refers to the legal entity named ALYSSON CRESCENCIO DA CUNHA 08935778630, CNPJ 21.817.693/0001-80, organized under the laws of Federative Republic of Brazil.

1.4 The term "User" refers to the person or entity that owns at least one Firecast service account. By accepting these Terms of Use, you will be recognized as a user of the Firecast service.

1.5 Your contract with the RRPG Firecast Group consists of the terms and conditions stipulated in this document.

2. Acceptance and amendment of terms

2.1 To use the Firecast service, the user must first accept these Terms of Use. These terms are accepted by you when you click or check to accept or agree to the terms.

2.2 The user declares:

    a. That has read, understood, and agreed with all the terms in this document.

    b. To be at least 18 years old at the time these terms were accepted.

2.3 The RRPG Firecast Group may change these terms at any time. When changes are made, the user will be notified of the new terms of the contract so it can be accepted or refused, suspending the access to the Firecast service until a

decision is made. If the user does not agree with the modified terms, the use of the Firecast service must be stopped, terminating the contract in accordance to section 3 of these terms.

3. Termination of the contract

3.1 The user may at any time terminate the contract by canceling all his/her/their Firecast service accounts.

3.2 The RRPG Firecast Group may at any time terminate this contract, with or without notice, for any reason or for no reason, void where prohibited, restricted, or limited. Despite the freedom of contract termination possessed by RRPG Firecast Group, we reinforce that the following situations, among others, are reasons that may lead to the termination of the contract by the RRPG Firecast Group's party:

 a. Breach of any of these terms by the user's party.

 b. Permanent ban on the Firecast service targeting the user.

 c. Having one or more accounts that have not been used or accessed for longer than 1 (one) year.

3.3 If the contract is terminated due to (i) breach of any of these terms by the user's party, (ii) due to a permanent ban on the Firecast service targeting the user, (iii) or due to the service account cancellation at the user's discretion, the user will have forfeited the rights to all payments made to the RRPG Firecast Group. The user will abandon all rights to any amount paid before the termination of this contract, except in cases legally covered by the cooling-off rule.

3.4 In the event of contract termination, regardless of which party has terminated it:

 a. The RRPG Firecast Group reserves the right to permanently delete any data related to the accounts and content sent by the user, even in cases where there is no backup copy of the data.

 b. The RRPG Firecast group reserves the right to block all user accounts and account names, preventing their use, reuse, or reactivation.

 c. The conditions stated in sections 5, 16 and 18, terms 8.1, 8.2, 8.4, 8.5, 9.1, 12.4, and 15.3 will remain in force even after the contract termination. For interpretation matter, the user shall be considered as the referenced user under the terms that will apply even after the termination of this contract.

4. License

4.1 Subject to the compliance to these terms, the user receives a limited, non-exclusive, non-sublicensable, non-transferable and free license to use Firecast for personal purposes through his/her/their personal user account.

The RRPG Firecast Group reserves all rights not expressly granted to the user under these terms.

4.2 The user must not:

    a. Sublicense, sell, give, rent, lease, export, import, distribute, transfer, or in any way grant rights to third parties with respect to Firecast.

    b. Remove, hide, or alter any copyright or other proprietary notices included in Firecast.

    c. Use any unauthorized or modified Firecast software.

5. Brand and image usage

5.1 The distribution, representation, publication, or any other use of the Firecast image, brand, logo, software, or website is prohibited if there is no prior authorization from the owner of the RRPG Firecast Group if the purpose is commercial.

6. Firecast service

6.1 The use and limited access to Firecast are guaranteed to anyone who, in conjunction:

    a. Accept these terms of use.

    b. Do not breach any term of this contract.

    c. Is not on the list of banned users from the service.

    d. Are at least 18 years old.

    e. Have internet access.

6.2 The RRPG Firecast Group is under no obligation to program or provide improvements of any nature suggested by the user. However, the service may require the user to download and install updates. These updates are required to maintain compatibility, security, bug fixes and new functionality.

6.3 Occasionally, the RRPG Firecast Group needs to execute maintenance or update its software, website, or the fundamental infrastructure that allows access to the service. This can lead to a temporary suspension of the Firecast service until the process is complete. The user is not entitled to claim compensation for the service usage suspension.

6.4 The RRPG Firecast group does not guarantee that its software will always function without interruptions, lags, or failures. The RRPG Firecast Group also does not assume responsibility for any service interruption due to internet failure or for any other reason that is beyond its reach.

6.5 The user is aware that Firecast is compatible only with the following operating systems: Microsoft Windows 7, Microsoft Windows 8, and Microsoft Windows 10. The RRPG Firecast Group is not obliged to make its software compatible with system software updates that generate incompatibilities with each other.

6.6 The user is aware that some features of the Firecast are reserved and exclusive to paying users, in accordance with section 10 of these terms.

6.7 The RRPG Firecast Group reserves the right to add, change, or remove any functionality of the Firecast service without notice, for any reason or for no reason.

7. User obligations

7.1 To be able to use the service, the user will be asked to create a user account, informing a login and password. The user is the solely responsible for all activities carried out through his/her/their account. The password must be kept confidential, the user must not share it with third parties. If the user suspect that anyone else knows the password, the password must be changed immediately.

7.2 The user must use the Firecast service in accordance with the legislation in force in the user's country.

7.3 The user is responsible for providing all equipment and contracting all third-party services necessary to be able to access Firecast servers over the internet.

7.4 Sensitive content is defined as any document, character, story, image, photo, picture, sound, music, text, gesture, or conversation that:

    a. Contains rape, mutilation, suicide, torture, or trivialization of violence.

    b. Contains pornography, explicit sex, intense sexual intercourse, erotic nudity (including partial nudity), or high-impact sexual situations.

    c. Contains consumption, induction of consumption, production, or trafficking illicit drugs according to the laws of the user's country.

7.5 When creating virtual spaces with sensitive content (term 7.4), the user must use appropriate Firecast functionality to flag this space, and thus alert other users.

7.6 The user must not send, publish, or disseminate sensitive content (term 7.4) in virtual spaces that are not properly flagged as described in term 7.5.

7.7 The user must respect and follow the Firecast etiquette and manner rules described in section 14 of these terms.

7.8 The user must not, inside or outside the service, commit, encourage, or defend any repugnant act described in term 11.1.

7.9 The user must not advertise competing services within Firecast with the intention to harm or degrade the service.

8. Data storage, capture, privacy, and content

8.1 The user authorizes the RRPG Firecast Group, without setting an expiration date, to capture, store and use the following data:

a. Information about the operating systems and hardware of devices to individually identify each device and for statistical purposes.

b. Historical information of connections to the RRPG Firecast Group servers, including the source IP address, device, account, date, and time of each individual connection. This data will be used, in addition to statistical purposes, to protect the RRPG Firecast Group, preventing the user access in case of service ban.

c. E-mail address, username, and password cryptographic hash to assist the correct authentication and connection to the service.

d. Name, tax ID, phone number and addresses when any payment is made. This information is given to us by electronic payment providers (such as PayPal) and used to record Firecast business transactions.

e. History of conversations conducted on Firecast. This data serves to improve the user experience and the access to the messages is limited as follows:

    i. The sender of the message has access.

    ii. If the message is privately addressed to a single person, the recipient has access.

    iii. If the message is sent in a room chat or in a group chat, everyone who was there when the message was sent has access.

    iv. In a room chat or in a group chat of a virtual room, the GMs (gamemasters) and the owner of the virtual room have access, even if they were not present at the time the message was sent.

    v. In a room chat or in the group chat of a room, if the room chat history is configured with the public access model, everyone who has access to the room also have access to all messages sent there on any date.

    vi. If none of the above conditions are met, access to the message is denied.

8.2 In the event of third-party copyright violation:

a. Any violation caused by any content sent to Firecast service is the sole responsibility of the user, exempting the RRPG Firecast Group from any legal claim.

b. The RRPG Firecast Group will protect the copyright owner, provided that an authority certified copyright record is presented or receives a court order to do so. For this reason, if the user wants to protect any content against unauthorized copies, The RRPG Firecast Group recommends the use of appropriate software and means to do so.

8.3 About content storage warranty:

a. The RRPG Firecast Group is not responsible for any loss, total or partial, of any data sent by the user, even if this loss is accidentally caused by the user's party, by the RRPG Firecast Group's party, software failure, hardware failure, or cyber-attack.

b. The RRPG Firecast Group periodically creates backup copies of all content stored in the service but is not obliged to maintain or restore such copies. The backup of any content is the sole responsibility of the user.

8.4 The user retains ownership of any possessed intellectual property rights over the content submitted to the service.

8.5 The user grants, free of charge, permission to the RRPG Firecast Group to use, reproduce, distribute, display, transmit, and communicate to the public any content submitted in any way to the Firecast service. If the content is a photo or a digital image of any kind, the user also expressly gives up of any privacy or advertisement rights related to the image. This permission persists regardless of a contract termination.

9. Interaction between users

Firecast is a communication tool between users, and therefore, there is no way to predict how the interaction between people will take place.

9.1 The user is aware that the RRPG Firecast Group is unable to control the way in which interaction occurs between people and exempts the RRPG Firecast Group from any moral damage, material damage, psychological suffering, or psychiatric suffering because of the interaction between users.

10. Paid Subscription

Firecast is a free service with a subset of features and functionality reserved to users who are "Gold Subscribers", "Gold Plus Subscribers", "Platinum Subscribers" or "Ruby Subscribers".

10.1 The user is aware that the paid subscription is a temporary license of use, granted by the RRPG Firecast Group to the user, which allows access to extra features that are exclusive for paying users, and:

a. Even paying for a subscription, the user must still respect all terms of the contract.

b. The access to these exclusive features is also subject to the availability of the service and, according to terms 6.3, 6.4, and 15.1, there are no guarantees regarding this availability.

10.2 The RRPG Firecast Group reserves the right to add, change or remove any subscription feature without prior notice. The RRPG Firecast group also reserves the right to turn a subscription feature into a free feature, or vice versa, without prior notice.

10.3 The subscriptions are not perpetual and will remain in effect until its period expires or until the termination of this contract, which one occurs first.

10.4 The subscriptions are not free, their costs are defined by the options chosen at purchase time. The RRPG Firecast Group may, at any time and at its own discretion, provide paid subscriptions in a free of charge manner.

10.5 Subscriber users are not exempt from the ban rules described in section 11 of these terms.

10.6 The user may request refund within the period legally covered by the cooling-off rule. After this period, the purchase will be final, and the amount paid by the user will not be refundable.

11. User Ban Rules

User ban is a tool used by RRPG Firecast Group to protect the online community from those who disturbs the peace of the service. Note that this section refers to the user ban of the Firecast as a whole, not the functionality that the users themselves use to ban other users from their virtual rooms. There are no specific rules for the latter one, and the RRPG Firecast Group is not responsible for the reasons and way such local bans occur.

11.1 These are repugnant acts:
    a. Threaten someone, by word, writing, gesture, or any other symbolic means, to cause him/her/their unjust and serious harm.
    b. Associate with other people, in groups, to disturb the peace and well-being of anyone.
    c. Continuously pursue someone, threatening their physical or psychological integrity, or disturbing his/her/their sphere of freedom or privacy.
    d. Discriminate or undermine someone or a group of people by race, skin color, sex, gender identity, sexuality, or religion.
    e. Slander, defame, or harass others.
    f. Commit crime under the current legislation of the user's country.
    g. Help banned users to get back the access to Firecast.
    h. Produce, reproduce, share, or disseminate pedophile content or that defend child sexual abuse. For this rule, it is understood that children are people, real or fictitious, under 18 years of age.
    i. Promote, participate, or defend games where pedophilia or child sexual abuse brings any kind of reward to those who commit it, regardless of whether the act, the child, or the reward is fictitious. For this rule, it is understood that children are people, real or fictitious, under 18 years of age.

j. Produce, reproduce, share, or disseminate games, stories, images, videos, audios, or any digital format content of explicit sex or pornographic involving children or adolescents, fictional or not.

k. Exploit Firecast software failure to take advantage, whether financial or not.

l. Attack or threaten to digitally attack Firecast service or RRPG Firecast Group servers in a way that will impair its proper functioning.

m. Obtain control or improper access to the servers, service, or data of the Firecast.

n. Repeatedly violate the Firecast etiquette and manner rules, described in section 14.

o. Impersonate or defame the RRPG Firecast Group or its members.

p. Attempt to obtain the password of another Firecast user.

q. Create, generate, manufacture, publish, transmit, or distribute texts, audios, or images whose content is misleading and false with the intention of doing harm or with the intention of obtaining financial or political gain.

11.2 The user may be banned from the service, subscriber or not, if the RRPG Firecast group has reason to suspect:

a. That the user, inside or outside the Firecast, has committed, intends to commit, encouraged, intends to encourage, defended, or intends to defend any repugnant act described in the term 11.1.

b. That the user has violated or intends to violate any of these terms.

11.3 About the ban execution:

a. The RRPG Firecast Group reserves the right to execute the ban without prior notice.

b. The RRPG Firecast Group reserves the right to set the duration of the ban using its own sole discretion.

c. The RRPG Firecast Group reserves the right to also ban all accounts and devices suspected of belonging to the banned user.

11.4 The banned user loses the right to use Firecast and to access its content stored on the service during the ban period.

11.5 In case the user is permanently banned from the Firecast service, the contract will be terminated in accordance with section 3 of these terms.

11.6 The user may be preventively banned, automatically, by an artificial intelligence algorithm that actively searches for accounts and devices

suspected of belonging to any of the users banned from Firecast. This automatic ban is governed by the following rules:

a. If the user suspects that has suffered false-positive preventive ban, it is up to the user to contact the RRPG Firecast Group through an official contact channel, described on the Firecast website, and to request a human reassessment about the case.

b. The RRPG Firecast Group reserves the right to reassess the preventive bans using its own sole discretion.

c. If the preventive ban is assessed as false positive by the RRPG Firecast Group, the user will not be entitled to any type of reimbursement, as she/he/they understands that this process is a mechanism used to protect all Firecast users.

12. Firecast Plug-ins

Firecast software allows extensions to its client software that can be created by the service users themselves. This section talks about these extensions.

12.1 The term "plug-in" refers to the software extensions that may be programmed by the service users themselves.

12.2 The user exempts the RRPG Firecast Group from any malfunction of plug-ins created by third parties and from any damage caused by its use.

12.3 The user who develops plug-ins for Firecast:

a. Is aware and accepts these terms.

b. Is aware that plug-ins are extensions and are not part of the Firecast software, and therefore have no right to Firecast's intellectual property.

c. Is aware to have authorization to create plug-ins but is not asked to create them.

d. Must not charge any fee, tariff, or participation in the earnings of the RRPG Firecast Group for the creation, storage, use or distribution of his/her/their plug-ins.

e. Authorizes the RRPG Firecast Group, free of charge, unlimitedly, to store, to use, and to distribute his/her/their plug-ins to other people, and will not charge any fee, tariff, or participation in the RRPG Firecast Group's earnings. The RRPG Firecast Group is not obliged to store, to use, or to distribute the user's plug-ins.

f. May charge third parties only for the service of plug-in code creation if it has been requested and if both parties agree to the transaction. The terms and method of this transaction are the responsibility of the

user and the third party who requested such service, exempting the RRPG Firecast Group from any responsibility for such transaction.

    g. Must not attempt to diminish or attack the value or reputation of the Firecast's service, name, or brand.

    h. Exempts the RRPG Firecast Group from any damage to other users that may be caused by the installation or use of his/her/their plug-ins.

12.4 The user who develops plug-ins for Firecast must ensure that his/her/their plug-ins:

    a. Will not negatively impact the quality or stability of the Firecast service.

    b. Will not negatively impact the behavior of another plug-in.

    c. Will not install spyware or malware into devices where used.

    d. Will not request, collect, store, or use personal or private information from users or devices where used.

    e. Will not contain advertisements of any kind, except the credits of those who participated in the creation process of the plug-in. These credits:

        i. Must be minimally intrusive.

        ii. May only display names, nicknames, email addresses, social network profile addresses, website addresses, small logos, small pictures of those who participated in the creation of the plug-in.

        iii. Must not impersonate nor credit people or groups who did not participated in the creation of the plug-in.

12.5 About the plug-in creation kit, also known as Firecast SDK, provided by the RRPG Firecast Group:

    a. The plug-in creation kit provided by the RRPG Firecast Group is distributed "as it is" and without guarantees. The RRPG Firecast Group does not guarantee that the creation kit will always be available, accessible, safe, accurate, complete, or error-free.

    b. The plug-in creation kit is available free of charge for the user as an optional download. The user agrees that his/her/their only right or solution for any problem or dissatisfaction with the creation kit is to immediately cease its use.

    c. The RRPG Firecast Group is not obliged:

        i. To fix creation kit errors.

        ii. To improve the creation kit.

        iii. To include user-developed improvements to the official creation kit.

iv. To provide support or any other kind of help regarding the installation, use, or uninstallation of the creation kit.

v. To provide support or any other kind of help regarding the programming of plug-ins.

13. Specific features terms

13.1 About the FireDrive file storage service:

a. The RRPG Firecast group is not responsible for any type of data loss caused by the storage service. The user is aware that the FireDrive service may contain failures and that it may also be disabled by the RRPG Firecast Group with or without notice. This service is not recommended to store backup copies.

b. When the user, in any way, sends files or data to FireDrive is also granting, free of charge, permission to the RRPG Firecast Group to use, to reproduce, to distribute, to display, to transmit and to communicate to the public such content. If the content sent is a photo or any digital image, the user is also expressly giving up of any privacy or advertisement rights related to the image. This permission persists even if the user stops using the service and even if this contract is terminated.

c. The user assumes full responsibility for any violation that may be caused by any content submitted by him/her/them, exempting the RRPG Firecast Group from any legal claim.

d. The user must not store in FireDrive:
   i. Photos or videos containing images of explicit sex, genitals, close-up of completely naked buttocks, or any content that may be potentially linked to explicit sex.
   ii. Photos or videos containing images of children or adolescents.
   iii. Content that violates any of these terms in any way.
   iv. Content that violates, in any way, the legislation in force in the user's country.

14. Firecast's etiquette and manner rules

The Firecast is a community, and members of any community must respect each other. Thus, the RRPG Firecast Group asks you not to engage in unwanted, immoral, or offensive conversations.

14.1 The RRPG Firecast Group asks the user to:

a. Do not use profanity, vulgar, offensive, or obscene language.

b. Do not exploit children or adolescents in any way.

c. Do not use racial, religious, or sexual offensive language.

d. Do not discuss illicit activities, such as buying drugs or making bombs.

e. Do not harass, threaten, embarrass, or anything else undesirable against another person.

f. Do not post or request any personal information from people under the age of 18.

g. Do not create a false identity to deceive others.

h. Do not spread spam to others or encourage others to do the same.

14.2 There is an exception to the etiquette and manner rules described above: Fictional situations that occur with fictional characters, only in fictional story, which is told throughout the RPG game that needs to be narrated by someone to develop the plot. This exception is only valid in virtual spaces flagged according to the term 7.5.

15. Warranty exclusion, responsibility limitation and damage.

15.1 There are no warranties. To the maximum extent permitted by law, the Firecast software and website are provided "as it is" and used at the user's sole risk with no warranties whatsoever. The RRPG Firecast Group makes no warranties, claims, or statements, and expressly disclaims all such guarantees of any kind in relation to the service's software or website, including, but not limited to, guarantees or conditions of quality, performance, non-violation, merchantability, or fitness for any specific purpose. In addition, the RRPG Firecast Group does not assert or guarantee that the Firecast software or website will always be available, accessible, uninterrupted, fast, safe, accurate, complete, and error-free, neither that it will operate without data loss.

15.2 The user exempts the RRPG Firecast Group from any liability, contractual or non-contractual, for damage, data loss or any loss because of using the software or website of the service. His/her/their only right or solution towards any problem or dissatisfaction with the said service is the immediate uninstallation of the software, the termination of this contract pursuant to section 3 of these Terms and immediate service usage stop.

15.3 If any third party makes a complaint against the RRPG Firecast Group as a result of the user's (i) breach of these terms; (ii) violation of any regulation law; (iii) infringement or violation of the rights of third parties (including intellectual property rights); (iv) content sent to Firecast; (v) interaction with other users, the user will indemnify and maintain the RRPG Firecast Group indemnified against all damages, liabilities, losses, costs and expenses (including attorneys' fees) related to such claim.

16. Ownership

16.1 The software and websites of the Firecast service and all the necessary infrastructure of the service are the exclusive property of the RRPG Firecast Group. The user must not take any action to endanger, limit or interfere with

the intellectual property rights of the software, website as well as the ownership of the necessary infrastructure.

16.2 The user accounts in the service, described in term 7.1, are property of the RRPG Firecast Group. The user receives a limited license to use and manage these accounts, which is revoked after the termination of this contract. This fact does not exempt the user from the responsibilities and obligations he/she/they has to the accounts.

17.   Other information

17.1 By this instrument, the user agrees with the use of electronic communication to firm contract, place orders, create records, issue notices, be notified, and trade with Firecast.

17.2 All sections of these terms must be enforced to the maximum extent permitted by the law of the user's country.

17.3 If any of these terms, or part of it, is deemed by any court or administrative body of competent jurisdiction to be illegal, invalid, or unenforceable, that term, or part of it, will be removed from the contract without affecting the legality, validity, or enforceability of the rest of the terms.

17.4 The user must not assign any of these terms, rights, or obligations to third parties. The RRPG Firecast Group may, without prior notice, assign any of these terms, rights, or obligations to third parties.

17.5 The user exempts the RRPG Firecast Group in case the Firecast service is interrupted, suspended, or extinguished for any reason or event that is beyond reach of the RRPG Firecast Group control.

17.6 The RRPG Firecast Group reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process, or governmental request.

18.   In the event of disputes

18.1 The parties elect the jurisdiction of Viçosa city, in the state of Minas Gerais, in the Federative Republic of Brazil, as competent to settle any disputes arising from these terms of use, regardless of any other, however privileged it may be.