

# TERMS AND CONDITIONS

Refinery Terminal Fire Company | [www.rtfc.org](http://www.rtfc.org) | Effective Date: May 15, 2026

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## 1. Acceptance of Terms

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User" or "you") and Refinery Terminal Fire Company ("Company," "we," "us," or "our") governing your access to and use of the website located at [www.rtfc.org](http://www.rtfc.org) (the "Site").

BY ACCESSING OR USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

We reserve the right to amend these Terms at any time. Your continued use of the Site following any amendment constitutes acceptance of the revised Terms.

## 2. Nature and Scope of the Website

The Site is a purely informational website. Its purpose is limited to: (a) providing information about the Company and its services; (b) allowing users to submit inquiries or contact the Company; and (c) allowing users to request scheduling or information about upcoming training courses and staffing engagements.

The Site does not offer any services, products, courses, or staffing arrangements for purchase or delivery online. No services are rendered through the Site, and no transaction is completed through the Site. All services provided by Refinery Terminal Fire Company are delivered in person at a physical location agreed upon between the Company and the client. Any engagement of services requires a separate written agreement between the parties.

## 3. Eligibility

You must be at least 18 years of age to use this Site or contact us regarding our services. By using the Site, you represent and warrant that you are at least 18 years old and have the legal capacity to agree to these Terms. If you are using the Site on behalf of a company or organization, you represent that you are authorized to bind that organization to these Terms.

## 4. Description of Services

Refinery Terminal Fire Company is a private industrial fire and emergency response company. The following describes the types of services the Company offers and about which users may inquire through the Site. All such services are performed physically and in person:

- Industrial fire training courses for refinery, terminal, and plant personnel, conducted at client facilities or designated training sites
- In-plant fire brigade staffing and emergency response support, provided on-site at client industrial facilities
- Specialized fire safety, hazardous materials response, and emergency preparedness training, delivered in person
- Consultation and assessment services for industrial fire protection programs, conducted on location

Service descriptions on the Site are for general informational purposes only and do not constitute a binding offer. The specific scope, schedule, pricing, location, and governing terms of any engagement will be set forth exclusively in a separate written service agreement between the Company and the client.

## **5. Inquiries, Contact Forms, and Scheduling Requests**

The Site provides contact forms through which you may submit inquiries, request information, or express interest in scheduling a training course or staffing engagement. The submission of a contact form or scheduling request does not create a contract, commitment, or obligation on the part of the Company to provide any service.

Any service engagement commences only upon the execution of a separate written agreement signed by an authorized representative of the Company. The Company reserves the right to decline any inquiry or request at its sole discretion.

By submitting a contact form, you consent to the Company contacting you by email or phone in response to your inquiry.

## **6. Use of the Site**

### **6.1 Permitted Use**

You may use the Site for the following lawful purposes only:

- Browsing informational content about the Company and its services
- Submitting contact or inquiry forms to request information or schedule a consultation
- Accessing publicly available resources made available by the Company

### **6.2 Prohibited Use**

You agree not to:

- Use the Site in any manner that violates applicable federal, state, or local law or regulation
- Submit false, misleading, or fraudulent information through any contact form or inquiry
- Transmit unsolicited communications, spam, or promotional materials

- Introduce viruses, malware, or other harmful code to the Site or its infrastructure
- Attempt to gain unauthorized access to any portion of the Site or its related systems
- Scrape, harvest, or collect data from the Site by automated means without our written permission
- Interfere with or disrupt the performance or security of the Site
- Impersonate the Company, its employees, or any other person or entity

## **7. Intellectual Property**

All content on the Site, including but not limited to text, graphics, logos, photographs, course descriptions, and training materials, is the proprietary property of Refinery Terminal Fire Company or its licensors and is protected by applicable copyright, trademark, and other intellectual property laws.

You are granted a limited, non-exclusive, revocable license to view and access Site content solely for the purpose of evaluating or inquiring about our services. You may not:

- Reproduce, distribute, publish, or transmit any Site content without prior written consent
- Modify, adapt, or create derivative works from any Site content
- Remove or alter any proprietary notices, trademarks, or copyright designations
- Use our name, logo, or trademarks without prior written permission

## **8. No Online Transactions or E-Commerce**

The Site does not facilitate online payments, purchases, or financial transactions of any kind. No credit card, payment, or financial information is collected through the Site. All billing and payment matters are handled exclusively through the Company's direct agreements with clients, outside of and separate from the Site.

## **9. Third-Party Links and Content**

The Site may contain links to third-party websites, including social media platforms. These links are provided for convenience only. The Company does not endorse and is not responsible for the content, availability, or practices of any linked third-party sites. Your use of third-party sites is at your own risk and subject to those sites' terms.

## **10. Disclaimers of Warranties**

THE SITE AND ALL CONTENT AND INFORMATION PROVIDED THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CONTENT ON THE SITE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE PROFESSIONAL ADVICE OF ANY KIND.

### **11. Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE THE SITE IS INFORMATIONAL ONLY AND NO SERVICES ARE DELIVERED THROUGH THE SITE, THE COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR ANY CLAIM ARISING FROM YOUR USE OF THE SITE SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

### **12. Indemnification**

You agree to indemnify, defend, and hold harmless Refinery Terminal Fire Company and its officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of the Site; or (c) any false or misleading information you submitted through the Site.

### **13. Governing Law and Jurisdiction**

These Terms are governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Any legal action or proceeding arising out of or relating to these Terms or your use of the Site shall be brought exclusively in the state or federal courts located in Texas, and you hereby irrevocably consent to personal jurisdiction and venue in such courts.

### **14. Dispute Resolution**

Before initiating any formal legal proceeding, you agree to contact the Company at [info@rtfc.org](mailto:info@rtfc.org) to attempt to resolve the dispute informally. If the parties are unable to resolve the matter within 30 days of written notice, either party may pursue available legal remedies.

### **15. Force Majeure**

The Company shall not be liable for any failure or delay in maintaining or making the Site available due to circumstances beyond its reasonable control, including natural disasters, acts of government, power failures, or internet outages.

### **16. Entire Agreement**

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company with respect to your use of the Site. Any service engagement is governed solely by the written service agreement executed between the Company and the client and is not governed by these Terms.

#### **17. Severability**

If any provision of these Terms is found to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

#### **18. Contact Information**

If you have questions or concerns about these Terms, please contact:

Refinery Terminal Fire Company Email: [services@rtfc.org](mailto:services@rtfc.org) Website: [www.rtfc.org](http://www.rtfc.org)