

FIREHARD CANADA

Disclaimers, Terms of Use and Limitation of Liability

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firehard.ca

Prepared by FireHard Canada for submission to legal counsel.

1. Website Terms of Use (firehard.ca)

The following terms govern use of the firehard.ca website and all associated services, tools, and content. These should appear at firehard.ca/terms and be linked from the site footer on every page.

TERMS OF USE

Last updated: [DATE]

These Terms of Use (“Terms”) govern your access to and use of the firehard.ca website, the FireHard Canada Wildfire Exposure Rating (WER) system, associated tools, documents, guides, and services (collectively, the “Services”) operated by [FireHard Canada Legal Entity Name] (“FireHard Canada,” “we,” “us,” or “our”). By accessing or using the Services, you agree to be bound by these Terms.

1.1 Acceptance of Terms

By accessing the Services, you represent that you are at least 18 years of age and have the legal capacity to enter into these Terms. If you are accessing the Services on behalf of an organisation, you represent that you have authority to bind that organisation to these Terms.

1.2 Description of Services

FireHard Canada provides educational information, technical guidance, and certification services related to residential wildfire hardening. The Services include but are not limited to: the WER system and its associated module guides, the FireHard Self-Assessment tool, FireHard certification through multiple pathways, the Insurer Partner Directory, and the FireHard Canada integration.

1.3 Informational Purpose Only

The information provided through the Services is for general educational and informational purposes only. It is not intended as, and shall not be construed as, professional engineering advice, architectural advice, building code compliance advice, insurance advice, legal advice, or a substitute for the services of qualified professionals.

While FireHard Canada endeavours to provide accurate and current information, we make no representations or warranties, express or implied, regarding the completeness, accuracy, reliability, suitability, or availability of any information, product, service, or related content provided through the Services.

1.4 No Guarantee of Wildfire Protection

FIREHARD CANADA DOES NOT GUARANTEE, WARRANT, OR REPRESENT THAT ANY PROPERTY, REGARDLESS OF ITS WER RATING OR CERTIFICATION STATUS, WILL SURVIVE A WILDFIRE EVENT.

Wildfire outcomes depend on numerous factors beyond the scope of building construction, including but not limited to: fire intensity and duration, wind speed and direction, ember density and transport distance, terrain and topography, suppression response timing and effectiveness, vegetation conditions, neighbouring property conditions, and other environmental variables. The WER system measures a property's resistance to specific wildfire exposure mechanisms; it does not predict wildfire outcomes.

1.5 Professional Advice

Users should consult qualified professionals before making decisions about building construction, renovation, wildfire hardening, insurance coverage, or property protection. This includes but is not limited to licensed engineers, architects, building officials, certified home inspectors, and licensed insurance professionals. The information provided through the Services does not replace the professional judgment of qualified practitioners familiar with your specific property, location, and circumstances.

1.6 Building Code Compliance

The WER system references Canadian building codes, standards, and guidelines. However, building codes vary by province, territory, and municipality, and are subject to change. FireHard Canada does not warrant that FireHard specifications satisfy any specific building code requirement in any jurisdiction. Users are responsible for ensuring that all construction and renovation work complies with applicable local, provincial, and federal building codes and regulations. All work should be performed by qualified contractors and, where required, inspected and approved by local building authorities.

1.7 Third-Party Content and Links

The Services may contain links to third-party websites, products, services, or content, including but not limited to insurer programs listed in the Insurer Partner Directory. FireHard Canada does not endorse, guarantee, or assume responsibility for any third-party content, products, services, or programs. The inclusion of any third party in the Insurer Partner Directory or any other part of the Services does not constitute an endorsement or recommendation by FireHard Canada.

1.8 User Content and Self-Declarations

Users who submit content to the Services, including but not limited to photographs, self-assessment data, and self-declaration forms (collectively, "User Content"), represent and warrant that: (a) all User Content is accurate and truthful; (b) they have the right to submit such content; and (c) the content does not violate any applicable law or third-party right. FireHard Canada is not responsible for verifying the accuracy of User Content submitted through Pathway A (Self-Declaration) and does not assume liability for inaccuracies in self-declared information.

1.9 Intellectual Property

All content, materials, and intellectual property associated with the Services, including but not limited to the WER system, module guides, assessment tools, certification frameworks, report templates, and website content, are the property of FireHard Canada or its licensors and are protected by applicable intellectual property laws. Users may not reproduce, distribute, modify, or create derivative works from any content without prior written consent from FireHard Canada, except as expressly permitted for personal, non-commercial use of WER assessment tools and guides.

1.10 Privacy

FireHard Canada collects and processes personal information in accordance with its Privacy Policy, available at firehard.ca/privacy. By using the Services, you consent to the collection and use of your information as described in the Privacy Policy. Property-level data collected through the certification process may be aggregated and anonymised for statistical reporting to insurer partners; no personally identifiable information will be shared with third parties without your explicit consent.

1.11 Modification of Terms

FireHard Canada reserves the right to modify these Terms at any time. Modified Terms will be posted at firehard.ca/terms with an updated “Last updated” date. Your continued use of the Services after any modification constitutes acceptance of the modified Terms.

1.12 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Province of British Columbia and the applicable federal laws of Canada. Any disputes arising from these Terms or the Services shall be subject to the exclusive jurisdiction of the courts of British Columbia.

2. FireHard Certification Disclaimer

The following disclaimer appears on every FireHard Compliance Certificate and FireHard Compliance Report, regardless of certification pathway.

PLACEMENT

This text appears in a bordered box at the bottom of every FireHard Compliance Certificate (single-page summary) and on the first page of every FireHard Compliance Report (full evidence document). It must be legible and not obscured by other content.

IMPORTANT DISCLAIMER

This FireHard Compliance [Certificate/Report] documents the condition of the subject property against the FireHard Canada Wildfire Exposure Rating (WER) system specifications as of the assessment date stated above. It is issued subject to the following conditions:

1. No guarantee of survival: This document does not guarantee, warrant, or represent that the subject property will survive a wildfire event. Wildfire outcomes depend on fire intensity, duration, wind conditions, ember density, suppression response, terrain, vegetation, neighbouring property conditions, and other factors beyond building construction. The WER rating measures resistance to specific wildfire exposure mechanisms; it does not predict outcomes.

2. Point-in-time assessment: This document reflects the condition of the property at the time of assessment only. Subsequent modifications, deterioration, damage, changes in vegetation, or changes in neighbouring property conditions may alter the property's wildfire resistance. The property owner is responsible for maintaining the measures documented in this report.

3. Not a building code compliance certificate: This document does not certify compliance with any provincial, territorial, or municipal building code. Building code compliance is the responsibility of the property owner, their contractors, and local building authorities.

4. Not insurance advice: This document is provided for the property owner's use and may be submitted to insurers at the owner's discretion. FireHard Canada makes no representations regarding any insurer's acceptance of this document, the availability of premium reductions, or the terms of any insurance policy. Insurance decisions are solely at the discretion of the insurer.

5. California equivalency: Where this report includes a California Safer from Wildfires equivalency statement, this represents FireHard Canada's assessment of the correspondence between FireHard specifications and the California regulation's qualifying measures. It does not constitute certification under California law and has no legal effect in any US jurisdiction.

6. Pathway-specific limitations:

Pathway A (Self-Declaration): The accuracy of this document depends entirely on the information and photographs provided by the property owner. FireHard Canada has not independently verified the property condition. FireHard Canada accepts no liability for inaccuracies in self-declared information.

Pathway B (Professional Verification): The accuracy of the on-site observations recorded in this document is the responsibility of the inspecting professional identified above, whose professional liability insurance covers the accuracy of their observations. FireHard Canada's role is limited to confirming that the reported observations correspond to FireHard specifications.

Pathway C (FireHard Verified): The accuracy of this document is based on project documentation maintained in the FireHard Canada. Where the project was supervised by a

Professional Engineer (P.Eng), the P.Eng seal and liability provisions apply to the engineered elements of the project. Wildernest Systems' standard project terms and conditions apply.

7. Limitation of liability: To the maximum extent permitted by applicable law, FireHard Canada, its directors, officers, employees, agents, and affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to the use of this document, the FireHard certification, or any reliance placed on the information contained herein, regardless of the theory of liability.

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3. Technical Module Guide Disclaimer

The following disclaimer appears in every FireHard Canada technical module guide (Modules 1–6), design guide (WER-1 through WER-4), and the New Construction Design Guide. It should appear on the inside front cover or the first page of content.

DISCLAIMER

This guide is published by FireHard Canada for general educational and informational purposes. It provides technical guidance on wildfire-resistant construction practices based on current Canadian building science, standards, and research. This guide is subject to the following conditions:

- 1. Not professional advice:** This guide does not constitute professional engineering, architectural, or construction advice. It is not a substitute for the services of a licensed engineer, architect, or other qualified professional. Users should engage qualified professionals for design, specification, and construction of wildfire-resistant assemblies.
- 2. Building code responsibility:** Building codes, standards, and regulations vary by province, territory, and municipality and are subject to change. This guide references specific code provisions for context but does not warrant that any specification contained herein satisfies the requirements of any specific jurisdiction. Compliance with applicable building codes is the responsibility of the property owner, their design professionals, their contractors, and local building authorities.
- 3. Site-specific conditions:** The specifications and recommendations in this guide are general in nature. Actual wildfire resistance depends on site-specific conditions including but not limited to: topography, prevailing wind patterns, vegetation type and density, proximity to wildland fuels, local climate, neighbouring structures, and access to fire suppression services. A qualified professional familiar with local conditions should assess the applicability of any recommendation to a specific property.
- 4. Product references:** Where this guide references specific products, materials, standards, or testing protocols, such references are for informational purposes only and do not constitute an endorsement. Product availability, specifications, and certifications are subject to change. Users should verify current product specifications with manufacturers and confirm suitability for their specific application.
- 5. Accuracy and currency:** FireHard Canada endeavours to provide accurate and current information but makes no warranty that all information is error-free or current at the time of reading. Standards, research findings, and best practices evolve. Users should verify critical information against current sources.
- 6. No guarantee:** Compliance with the recommendations in this guide does not guarantee that a property will survive a wildfire event. See Section 1.4 of the FireHard Canada Terms of Use for the full wildfire survival disclaimer.
- 7. Limitation of liability:** To the maximum extent permitted by applicable law, FireHard Canada, its directors, officers, employees, agents, and affiliates shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to the use of or reliance on the information in this guide, including but not limited to property damage, personal injury, or financial loss.

4. Insurer Partner Directory Disclaimer

The following disclaimer appears on the firehard.ca/insurance page, below the insurer directory listings. It should also be linked from each individual insurer card.

INSURER PARTNER DIRECTORY DISCLAIMER

The FireHard Canada Insurer Partner Directory lists insurance providers who have indicated that they offer premium reductions, discounts, or preferential terms for properties with FireHard certification or equivalent wildfire hardening measures. This directory is subject to the following conditions:

- 1. Not an endorsement:** Listing in the Insurer Partner Directory does not constitute an endorsement, recommendation, or guarantee by FireHard Canada of any insurer, insurance product, or insurance program. FireHard Canada is not an insurance company, insurance broker, or insurance advisor and does not provide insurance advice.
- 2. No guarantee of coverage or discount:** FireHard Canada does not guarantee that any listed insurer will offer coverage, premium reductions, or specific terms to any individual property owner. Insurance underwriting decisions are at the sole discretion of the insurer and depend on factors beyond FireHard certification, including but not limited to: property location, claims history, policy type, coverage limits, and the insurer's own underwriting criteria.
- 3. Verification of listings:** FireHard Canada verifies listing information with participating insurers periodically. However, insurer programs, terms, and availability are subject to change without notice. The "Last verified" date on each listing indicates when FireHard Canada last confirmed the information with the insurer. Users should verify current program details directly with the insurer before making any decisions.
- 4. No agency relationship:** FireHard Canada does not act as an agent, broker, or intermediary for any insurer listed in the directory. Any contractual relationship arising from the use of the directory is solely between the user and the insurer. FireHard Canada is not a party to any insurance contract and assumes no liability for the acts, omissions, or defaults of any listed insurer.
- 5. Provincial regulation:** Insurance is regulated at the provincial level in Canada. Not all insurers listed may be licensed or authorised to operate in all provinces or territories. Users should verify that any insurer they contact is licensed to provide insurance in their province or territory.
- 6. Limitation of liability:** To the maximum extent permitted by applicable law, FireHard Canada shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from or related to the use of the Insurer Partner Directory, including but not limited to any loss arising from reliance on listing information, any decision to purchase or not purchase insurance, or any dispute between a user and a listed insurer.

5. Master Limitation of Liability

The following is the comprehensive limitation of liability clause that should be incorporated into the firehard.ca Terms of Use and referenced (by cross-reference or abbreviated version) in all certification documents, module guides, and the insurer directory.

LIMITATION OF LIABILITY

5.1 General limitation: To the maximum extent permitted by applicable law, FireHard Canada, Wildernest Systems, Bulkley Valley Engineering, and their respective directors, officers, employees, agents, contractors, and affiliates (collectively, the “FireHard Parties”) shall not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to damages for loss of profits, goodwill, use, data, property, or other intangible losses, arising from or related to:

- (a) The use of or inability to use the Services, the WER system, or any content or information provided through the Services;
- (b) Any wildfire event affecting any property, regardless of its WER rating or certification status;
- (c) Any decision made or action taken in reliance on information provided through the Services, including but not limited to construction decisions, renovation decisions, insurance decisions, or property purchase decisions;
- (d) Any inaccuracy, error, or omission in any content, guide, report, certificate, or other document published or issued by FireHard Canada;
- (e) Any act, omission, or default of any third party, including but not limited to inspectors, contractors, insurers, or other service providers referenced in or connected to the Services;
- (f) Any unauthorised access to or alteration of user data or content submitted through the Services.

5.2 Maximum liability cap: In no event shall the aggregate liability of the FireHard Parties for all claims arising from or related to the Services exceed the greater of: (a) the amount paid by the user to FireHard Canada in the twelve (12) months preceding the claim; or (b) one hundred Canadian dollars (CAD \$100.00).

5.3 Exclusion of warranties: The Services are provided “as is” and “as available” without warranties of any kind, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy. FireHard Canada does not warrant that the Services will be uninterrupted, error-free, or free of harmful components.

5.4 Assumption of risk: Users acknowledge that wildfire is an inherently unpredictable natural hazard and that no building construction measure or combination of measures can guarantee survival in all wildfire conditions. By using the Services, users assume all risks associated with wildfire exposure to their property, regardless of any WER rating, certification, or recommendation provided through the Services.

5.5 Indemnification: Users agree to indemnify, defend, and hold harmless the FireHard Parties from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to: (a) the user’s use of the Services; (b) the user’s breach of these Terms; (c) the user’s violation of any applicable law; or (d) any User Content submitted by the user.

5.6 Severability: If any provision of this limitation of liability is found to be unenforceable or invalid under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

5.7 Survival: This limitation of liability shall survive the termination of these Terms and any cessation of the Services.

6. Implementation Guide

This section provides guidance on where each disclaimer should be placed and how it should be formatted.

Document / Location	Disclaimer	Placement
firehard.ca website	Section 1 (Terms of Use) + Section 5 (Limitation of Liability)	firehard.ca/terms — linked from every page footer
FireHard Compliance Certificate	Section 2 (FireHard Certification Disclaimer)	Bordered box at bottom of certificate, minimum 8pt font
FireHard Compliance Report	Section 2 (full text)	First page of report, before evidence sections
Module Guides (1–6)	Section 3 (Technical Module Guide Disclaimer)	Inside front cover or first page of content, before Section 1
FireHard Design Guides (1–4) + New Construction Guide	Section 3 (same as modules)	Inside front cover or first page of content
Self-Assessment Guide	Section 3 (adapted: replace “guide” references as appropriate)	First page, before assessment content
Insurer Partner Directory (firehard.ca/insurance)	Section 4 (Insurer Partner Directory Disclaimer)	Below directory listings, linked from each insurer card
Shutter interior labels	No additional disclaimer (label already contains safety/evacuation message)	N/A

NEXT STEPS FOR LEGAL COUNSEL

1. Review all clauses for compliance with BC and Alberta law (primary operating jurisdictions).
2. Confirm the limitation of liability cap (\$100 / 12-month fees) is appropriate and enforceable in each jurisdiction.
3. Review the indemnification clause (Section 5.5) for enforceability with consumer users (some provinces limit consumer indemnification).
4. Advise on whether a separate Privacy Policy document is required under PIPEDA and/or BC PIPA for the data collected through the certification process.
5. Advise on whether the P.Eng liability provisions in Pathway C require additional language or separate agreements.
6. Review the shutter interior label safety language for product liability implications.
7. Advise on insurance requirements for FireHard Canada and Wildernest Systems (errors and omissions, general liability).
8. Confirm that the California equivalency statement does not create exposure under US law.

Verification Pathways

The WER system recognizes three pathways to meet each specification. This mirrors how building codes work — a prescriptive path for straightforward compliance, and alternative solution paths for flexibility.

Deemed-to-Satisfy

Materials and assemblies explicitly named in the FireHard specification. If the design guide lists it, it meets the standard. Example: fibre cement panel, metal cladding, stucco, or masonry all satisfy “noncombustible cladding (or engineered equivalent)” without further testing.

Tested Equivalent

Products tested to the referenced standard by a recognized testing laboratory. The manufacturer’s test report is the evidence of compliance. Example: an ember-resistant vent not listed in this guide but tested to ASTM E2886 by an accredited lab meets the WER-2 vent specification.

Engineered Alternative

A P.Eng. assessment demonstrating equivalent performance through analysis. The engineer’s sealed report is the evidence. Example: a heavy-timber fence post (140×140mm minimum) may satisfy the WER-2 fencing specification through charring rate analysis, even though it is not noncombustible.

Fire-Rated Timber

Where a specification says “NC or fire-rated,” fire-rated timber is an acceptable alternative when it meets minimum section dimensions. Large-section timber chars at a predictable rate (approximately 0.65mm/min for softwood per Eurocode 5) and can maintain structural integrity for defined periods. For fencing, outbuilding framing, and deck substructure, timber sized to resist ignition for the design fire exposure period is acceptable at WER-1 through WER-3. Minimum section dimensions are specified in the relevant design guides. At WER-4, all exterior materials must be noncombustible — no timber alternatives.

Close Neighbour Exposure Level (CNEL)

Most Canadian subdivision homes are built 1.5–6 metres apart. If any face of your home is within 10 metres of a neighbouring structure, the CNEL system applies to that face. Measures scale with WER level. See the CNEL section in each FireHard design guide and Construction Detail Guide 6 for full technical details.

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