

Irie Movement, Inc.
OneFirelight®
Terms and Conditions



TERMS AND CONDITIONS OF USE

These Terms and Conditions of Use set forth the terms and conditions (the “Terms”) under which you are provided access to and use of this website (the “Website”), certain online services, software, applications, and content (collectively, the “Service”) made available by Irie Movement, Inc. a corporation formed under the laws of the state of Delaware, U.S.A., in connection with its brand OneFirelight® and any affiliated entities within or outside of the U.S.A. (collectively, “Irie” or “we” or “us” or “our”). OneFirelight® and associated software are included in the Service made available by us. By accessing, using, or downloading any materials from the Service, you accept and agree to these Terms, which may be updated by us from time to time (the “Updates”) with or without notice to you. Updates will generally not be enforced retroactively unless a notice to that effect is communicated appropriately. By continuing to use the Service, you are indicating your agreement to the Terms and all revisions thereof. We reserve the right to deny access to the Service to anyone who violates these Terms, prevents or interferes with the ability of others to enjoy the Service, or infringes in any way with the rights of others in connection with access to and use of the Service. These Terms are applicable to all means utilized to enter or access the Service.

WHO WE ARE

Irie’s brand, OneFirelight® (“OFL”), is a subscriber based fitness app designed to provide a body/mind/spirit approach to fitness and exercise including but not limited to yoga, interval training, Pilates, weight training, and dance and allowing you to personalize your program using the OFL Mosaics feature (“Mosaics”). OFL offers the opportunity to enjoy a finely curated experience of wellness based upon fitness regimes, workouts, meditation, sound healing, lifestyle offerings, and inclusiveness. Content (the “Content”) is created and periodically updated by a diverse team featuring certified instructors and other providers who are among the most accomplished and inspired members of the fitness and wellness community.

ACCESS AND REGISTRATION

You must create an OFL account in order to register to use all or part of the Service. You must be at least 18 years of age, or the age of legal majority in your jurisdiction, to be eligible to register and use the Service. In connection with access to certain features of the Service or Website, we may request that you provide demographic information that may include, without limitation, name, e mail address, self identifying gender preference, year of birth, postal code, and country (“Personal Information”). You agree to give true, complete, and accurate information when you register for the Service. Our use of any Personal Information that you provide will be governed by the terms and conditions of our Privacy Policy, which is fully incorporated by reference in these Terms. We reserve the right to deny, suspend, or terminate your account and access to the Website and the Service if we have reasonable grounds to believe that the information that you provide is untrue, inaccurate, inappropriate, or offensive in any way.

LICENSING AND RIGHTS

Only after you have become validly registered and authorized by OFL and subject to your compliance with these Terms, Irie grants you a limited, non transferable, non exclusive, revocable license (the “License”) to access and use the Service for your

own PERSONAL, NON COMMERCIAL purposes only. This License includes the right to view Content available on the Service and assemble your programs in the Mosaics feature utilizing the Content as provided under these Terms. This License is personal to you and may not be assigned or sublicensed except as otherwise provided herein. You promise and agree that you will not redistribute or transfer the Service or the Content. You agree not to use the Service for public performances. You agree to use the Service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules, and regulations, or other restrictions on use of the Service or Content. Except as explicitly authorized in these Terms, you agree not to archive, download, reproduce, distribute, modify, display, perform, post, publish, license, create derivative works from, offer for sale, or use Content and information contained on or obtained from or through the Website or the Service in any form of media whatsoever, including without limitation social media or any other platform or technology. You also agree not to circumvent, remove, alter, deactivate, degrade, or thwart any of the Content protections in the Service. The Service and Content remain the property of Irie or Irie's licensors. All Irie and OFL intellectual property, including without limitation copyrights, trademarks, service marks, logos, domain names, and any other features of Irie, OFL, or the Service ("Service Features") are and remain the sole property of Irie. Under these Terms, you do not have any ownership rights to the Service Features, and you are not granted any rights to use the Service or the Service Features for commercial or any other unauthorized purposes. We may terminate or restrict your use of the Service if you violate these Terms, engage in illegal or fraudulent use of the Service, or infringe upon the rights of others in connection with your use of the Service. Notwithstanding the foregoing if you believe that the Content provided through the Service infringes upon the intellectual property of any other party, please notify us as provided herein.

SUBSCRIPTION BASED MEMBERSHIP AND IMPORTANT AUTOMATIC RENEWAL INFORMATION

Your OFL subscription membership will continue from month to month and will be renewed automatically until canceled or otherwise terminated as provided herein. In order to use the Service, you must have access to the Internet and a device that enables the Service, and you must provide us with a payment method ("Payment Method") which may be updated periodically as needed. The Payment Method must be a current, valid, accepted means of payment and may include payment through your account with a third party. You must cancel your subscription membership before the monthly renewal date in order to avoid the posting to your Payment Method of the next month's subscription membership fee.

Membership is offered on this automatic subscription basis in order to provide continuous access. When you register for a subscription, you agree that your subscription will automatically renew, and, unless and until you cancel your membership or the Service is otherwise terminated, you authorize us to automatically charge to your Payment Method for the Service. The charges may occur on or around the same day of the month (the "Charge Date"). Your automatic subscription will continue until you or OFL cancels or terminates your subscription. If we make any changes to your subscription terms, such as pricing, frequency, date of charge, or any other reason, we will make commercially reasonable efforts to inform you in writing of such change, which may include without limitation email notification or posting to the Website or your account. You may modify or cancel your subscription at any time by visiting your profile or account settings within the Website or contacting us. Any modifications or cancellation of your subscription must be received by us at least three (3) days prior to the next scheduled Charge Date in order to take effect for that period. If you cancel fewer than three (3) days prior to the automatic renewal Charge Date for your subscription, your subscription will continue as scheduled, and your cancellation will take effect in the following period.

OFL memberships are not transferable and may only be used by the individual who set up the account. If your membership is canceled or otherwise terminated, you will no longer have access to any OFL Content, unless otherwise agreed in writing acknowledged by you and OFL.

USER NAME AND PASSWORD

In connection with registering and setting up an account for your subscription membership, you must create a user name, which may be your email address, and password. We reserve the right to reject or terminate the use of any user name or password that, in our sole discretion, we consider to be offensive or otherwise inappropriate. You are responsible for

maintaining the security and confidentiality of your password and account and for any and all activities that occur under your account, whether initiated by you or others. You may choose to log out of your account at the end of each session of use to help ensure the security of your account. You agree to promptly notify us if you detect any unauthorized use of your account or other breach of security. We will bear no liability for any harm, loss, or damage that might occur as a result of your failure to adequately safeguard and protect your account or password or of any other person's use of your password, whether with or without your knowledge.

PRIVACY

We respect the privacy rights of all of our members. Our Privacy Policy is a part of these Terms and incorporated by reference herein. Please review our Privacy Policy so that you are knowledgeable about our position and procedures. We make all reasonable efforts to ensure that your Personal Information is treated securely in compliance with our Privacy Policy and any applicable law.

GOVERNING LAW AND REGULATORY REQUIREMENTS

These Terms shall be governed according to the laws of the State of New York, U.S.A., without regard for its conflict of laws or choice of law provisions. Nothing in these Terms may be construed to limit any consumer protection rights available to you under the mandatory laws of your jurisdiction of residence.

This Website is intended to be used by individuals at least 18 years of age and located in the U.S.A. and might not comply with the regulatory requirements of other countries. By using this Website, you agree to the transfer, storage, and processing of any Personal Information that you provide in the U.S.A. and acknowledge that: the Personal Information may be transferred to, stored, or processed in any other country where we have facilities or service providers and where data protection and privacy protection laws might be different from such laws in the U.S.A. as set forth in the Privacy Policy; and the Personal Information may be transferred, stored, or processed under the laws of the U.S.A. and the State of New York, U.S.A., rather than under the law of your home country or any other country.

HEALTH AND SAFETY

YOU UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICE IS INTENDED FOR USE IN CONNECTION WITH FITNESS AND WELLNESS ACTIVITIES INCLUDING BUT NOT LIMITED TO YOGA, INTERVAL TRAINING, PILATES, WEIGHT TRAINING, BOXING, AND DANCE. YOU RECOGNIZE AND EXPRESSLY AGREE THAT ENGAGING IN FITNESS AND EXERCISE ACTIVITIES IN CONNECTION WITH THE SERVICE CARRIES CERTAIN INHERENT AND POTENTIALLY SIGNIFICANT RISKS; THAT YOU VOLUNTARILY ACCEPT AND ASSUME ANY SUCH RISKS, WHETHER KNOWN OR UNKNOWN; AND THAT YOU AGREE TO UNCONDITIONALLY RELEASE AND HOLD HARMLESS IRIE, OFL, AND ANY AFFILIATES FROM AND AGAINST ANY CLAIMS, SUITS, CAUSES OF ACTION, DAMAGES, LOSS, COSTS, OR EXPENSE IN ANY WAY RELATED TO YOUR ACCESS TO, ENGAGEMENT WITH, OR USE OF THE SERVICE.

THE SERVICE IS PROVIDED FOR ENTERTAINMENT, ENHANCEMENT, AND INFORMATIONAL PURPOSES ONLY AND DOES NOT IN ANY WAY QUALIFY AS CLINICAL, MEDICAL, OR MENTAL HEALTH ADVICE OR TREATMENT. YOU SHOULD CONSULT YOUR OWN MEDICAL OR LICENSED HEALTHCARE PROVIDER IN CONNECTION WITH YOUR USE OF THE SERVICE AND IMPLEMENTATION OF ANY RELATED NUTRITIONAL OR FITNESS PROGRAM. ANY NUTRITIONAL OR FITNESS ORIENTED METRICS, VALUES, OR FIGURES PROVIDED ON THE WEBSITE ARE ESTIMATES AND FOR GENERAL REFERENCE ONLY. RESULTS OF THE SERVICE WILL VARY WITH EACH INDIVIDUAL.

YOU SHOULD PAY CLOSE ATTENTION TO ANY INSTRUCTIONS OR PREPARATIONS RELATED TO ANY OF THE PROGRAMS, ROUTINES, OR EQUIPMENT USE WITH RESPECT TO THE SERVICE. FAILURE TO ADHERE TO APPLICABLE INSTRUCTIONS COULD RESULT IN SERIOUS HARM TO YOURSELF OR OTHERS.

THIRD PARTY PROVIDERS

The Service may interact or be integrated with third party devices, services, websites, software, applications, or other associations that have their own terms, conditions, and policies (“Third Party Provider”).

When you access the Service using Apple® iOS, Google Play™, Android™, or any other third party device or app, or engage in any activity in connection with the Service that involves a Third Party Provider, you acknowledge that the Third Party Provider is responsible for furnishing maintenance and support for the Third Party Provider’s device, service, or app. Irie and OFL are not liable or responsible for any Third Party Provider’s materials. A Third Party Provider is not liable or responsible for Irie’s OFL Service or Content.

You agree that you must comply with the Third Party Provider’s terms of service and policies when utilizing that Third Party Provider to access or otherwise interact with the Service and that you must not infringe upon any rights of Irie, OFL, a Third Party Provider, or any party whatsoever, including without limitation copyrights and trademark rights.

INDEMNIFICATION

You agree to indemnify and hold Irie and its brands, parents, subsidiaries, affiliates, shareholders, officers, directors, employees, agents, and suppliers harmless from and against any claim, action, demand, loss, suit, or damages (including attorneys’ fees) made or incurred by a Third Party Provider or any third party arising out of or relating to your improper use of the Service, your violation of these Terms, or your violation of any rights of a Third Party Provider or any third party in connection with the Service.

LIMITATIONS OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IRIE, OFL, OR SERVICE PROVIDERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR SPECIAL, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, LOST PROFITS, LOST DATA OR CONFIDENTIAL OR OTHER INFORMATION, LOSS OF PRIVACY, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, FAILURE TO MEET ANY DUTY INCLUDING WITHOUT LIMITATION OF GOOD FAITH OR OF REASONABLE CARE, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF THE FORESEEABILITY OR NOTICE OF SUCH DAMAGES OR OF ANY ADVICE OR NOTICE GIVEN TO IRIE, OFL, OR SERVICE PROVIDERS, LICENSORS, AND SUPPLIERS ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. FURTHERMORE, YOU AGREE THAT THE MAXIMUM LIABILITY OF IRIE, OFL, AND SERVICE PROVIDERS, LICENSORS, AND SUPPLIERS TO YOU UNDER ANY CIRCUMSTANCES WILL BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU IN THE LAST NINETY (90) DAYS TO OFL FOR ANY ASPECT OF THE SERVICE. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE AGREEMENT BETWEEN OFL AND YOU. THE SERVICE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. IRIE AND OFL WILL NOT BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CIRCUMSTANCE BEYOND THEIR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, NATURAL DISASTER, PANDEMIC OR HEALTH EMERGENCY, CIVIL UNREST OR WAR, OR ANY OTHER CAUSE CUSTOMARILY REGARDED AS FORCE MAJEURE. IF ANY ASPECT OF THESE LIMITATIONS DOES NOT APPLY, ALL REMAINING ASPECTS SHALL SURVIVE.

WARRANTIES DISCLAIMER

THE SERVICE AND ALL CONTENT AND SOFTWARE ASSOCIATED WITH IT, OR ANY OTHER FEATURES, FUNCTIONS, OR PROGRAMS ASSOCIATED WITH THE SERVICE, ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. IRIE AND OFL DO NOT GUARANTEE, REPRESENT, OR WARRANT: THAT

YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE SERVICE WILL MEET YOUR PERSONAL OR PROFESSIONAL NEEDS; THAT THE CONTENT THAT YOU WISH TO ACCESS WILL REMAIN AVAILABLE; THAT THE SERVICE WILL PROVIDE THE MEANS TO MEET YOUR SPECIFIC HEALTH OR FITNESS GOALS, OUTCOMES, OR RESULTS; OR THAT THE SERVICE WILL BE OPERABLE IN YOUR JURISDICTION.

YOU AGREE THAT YOU WILL NOT HOLD IRIE, OFL OR ANY AFFILIATES, THIRD PARTY SERVICE PROVIDERS, LICENSORS, OR SUPPLIERS RESPONSIBLE FOR ANY LOSS OR DAMAGE IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE TO ANY OF YOUR COMPUTERS, OTHER DEVICES, SOFTWARE, OR DATA.

DISPUTE RESOLUTION

YOU AGREE TO SUBMIT TO MEDIATION ANY CAUSE OF ACTION, CONTROVERSY OR DISPUTE (“DISPUTE”) ARISING OUT OF THESE TERMS AND FURTHER AGREE THAT YOU AND IRIE (THE “PARTIES”) MAY SUBMIT TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT, 9 U.S.C. 1 ET SEQ. (“FAA”), OR TO A COURT OF LAW OF COMPETENT JURISDICTION AS FURTHER DESIGNATED UNDER THESE TERMS ANY SUCH DISPUTE THAT IS NOT RESOLVED BY MEDIATION, PROVIDED HOWEVER, THAT YOU AGREE THAT ANY DISPUTE MAY BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A CLASS ACTION SUIT. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MIGHT HAVE ARISING OUT OF OR RELATED TO THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION ACCRUES OR IS OTHERWISE PERMANENTLY BARRED. NOTWITHSTANDING THE FOREGOING, WE RESERVE THE RIGHT TO BRING ANY ACTION ARISING OUT OF TRADE SECRET MISAPPROPRIATION, PATENT INFRINGEMENT, COPYRIGHT INFRINGEMENT OR MISUSE, OR TRADEMARK INFRINGEMENT OR DILUTION WITHIN THE APPLICABLE STATUTORY TIME LIMITATION IN A COURT OF LAW OF COMPETENT JURISDICTION AS FURTHER DESIGNATED UNDER THESE TERMS. YOU AGREE THAT UNDER NO CONDITIONS WILL YOU BE ENTITLED TO OR SEEK INJUNCTIVE RELIEF AGAINST IRIE, OFL OR ANY OF THEIR REPRESENTATIVES, INVESTORS, AGENTS, ASSOCIATES, OR AFFILIATES.

USER GENERATED CONTENT AND USER GUIDELINES

The Service may provide for you to furnish profile information and may allow you and other users of the Website to customize, communicate, or otherwise utilize data, information, or similar content in connection with the personalized assembly of Service Content in the Mosaics feature (collectively, “User Generated Content”), stored through your OFL account on the Service. User Generated Content will be shared only with other registered and authorized subscribers. OFL has the right but not the obligation to monitor User Generated Content. We reserve the right to remove or disable access to User Generated Content for any reason or no reason with or without notice. User Generated Content must not be utilized independently of the Service.

The Service does not provide for or allow you to post within the Service. You are prohibited from advertising commercial websites or other products through your user account. You grant to us all related copyright, publicity, trademark, and database rights, if any. You grant to us the right to edit, modify, reformat, excerpt, delete, and translate any of your User Generated Content. You are responsible for complying with all laws applicable to the User Generated Content and must not infringe upon any third party rights, including without limitation copyrights and trademark rights.

You are responsible for ensuring your ownership or use authorization of your profile data, profile picture, or other picture or image that you provide, if any. We are hereby authorized to delete or remove at any time and without notice any User Generated Content that is illegal, abusive, defamatory, harassing, threatening, or otherwise offensive or that violates our rights or any third party rights. If you infringe upon these User Generated Content provisions or any of these Terms, we may, entirely at our discretion, issue a warning, temporarily suspend your user account, or cancel your user contract for good cause.

To the extent that you create a derivative work by assembling a customized program through our Mosaics feature utilizing our Content, including without limitation copyrighted and trademarked material, such derivative work shall be included in

and deemed User Generated Content, and your rights thereto are restricted to the terms and conditions of the limited, non transferable, non exclusive, revocable License granted hereunder. This License is further conditioned upon your assignment hereunder to us, or any party authorized by us, of all rights in and to any derivative work that is part of User Generated Content. Your failure to make such assignment will render the License null and void.

You represent and warrant that your User Generated Content will at all times comply with these Terms and that you possess or have unequivocally secured the necessary rights and permissions thereto, if any. You agree to unconditionally authorize us to use and exploit your User Generated Content in all manner and media including without limitation commercial use. You agree to indemnify and hold Irie, OFL, and their affiliates, parent companies, and subsidiaries, and each of their respective employees, officers, and directors harmless from any liability to any third party in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any droit moral, ancillary, or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives, and other duly authorized users, and agree to procure the same agreement not to enforce from others who might possess such rights. You agree that you will not seek injunctive or other equitable relief in connection with Irie's or OFL's use or exploitation of your User Generated Content and that you are not entitled to any compensation in connection therewith.

In the event that the Service requires or includes downloadable software, you herewith give permission for that software to update automatically on your device upon availability of a new version or feature, subject to the specifications of your device settings. Unless that software is governed by additional terms which provide a license, Irie gives you a personal, limited, royalty free, non assignable, and non exclusive license to use the software provided to you by Irie in connection with OFL as part of the Service. This license is for the sole and exclusive purpose of enabling you to utilize and benefit from the Service as provided under these Terms.

The following activities are prohibited in connection with your access to and use of the Service, including without limitation the Mosaics feature:

1. Reverse-engineering, decompiling, disassembling, modifying, or creating derivative works, except as provided under these Terms, unless such restriction is unauthorized by applicable law;
2. Using any aspect of the Service or Service Features to create any software or services that are substantially similar to the Service, Service Features, or Content;
3. Importing or copying local files;
4. Transferring copies of Content from an authorized device to any other unauthorized device by any method;
5. "Crawling" or "scraping" by any method or otherwise using any automated means, including but not limited to bots, scrapers, spiders, or any media capturing tool, to view, access or collect information from any aspect of the Service;
6. Selling, renting, sublicensing, leasing, or otherwise transferring or monetizing any aspect of the Service;
7. Selling a user account or Mosaics program, or otherwise accepting or offering to accept any compensation, financial or otherwise, to influence the name of an account, Mosaics program, Content, or any Service Features;
8. Any manipulation of the Website or Service including without limitation artificially increasing play counts or follow counts or artificially promoting Content;
9. Circumventing any technology used by Irie, OFL, their licensors, or any third party, including any access restriction imposed by Irie, OFL, or a duly qualified authority;
10. Removing or altering any copyright, trademark, or other intellectual property identifiers, or disguising or changing any indications of ownership or source of the Service, Service Features, and Content;
11. Deleting or altering any part of the Service, Service Features, or Content;
12. Posting on social media or any comparable platform any part of the Service, Service Features, or Content;
13. Providing your account log in information to an unregistered person or usurping another user's log in credentials.

SUSPENSION OR TERMINATION OF ACCESS

Notwithstanding anything to the contrary in these Terms, Irie and OFL may, in their sole and absolute discretion, suspend, disable, block, or terminate your access and use of any aspect of the Service, including, without limitation, deleting your account in whole or in part, or block, remove, or delete any User Generated Content for any lawful reason, including without limitation, violation of these Terms or any action or behavior that does or could offend or jeopardize the reputation or goodwill of Irie, OFL, or any third party. If your account is suspended, disabled, blocked, terminated, or deleted under such conditions, you will not be permitted to re-register for or use the Service under any other login or profile, and we may block your access to the Service to prevent re-registration. You agree that Irie and OFL will not be liable for any interruption or termination of your access or use of our Website or the Service pursuant to these provisions.

SUGGESTIONS OR UNSOLICITED SUBMISSIONS

We are continually developing new Content for all aspects of the Service internally. However, we understand some people might be interested in submitting their ideas for possible development and marketing within the Irie and OFL business model (“Suggestions”). Subject to time or financial restraints, we might be able to consider certain Suggestions but only to the extent that such Suggestions uphold or improve upon our standards and reputation for top quality and innovative offerings. In the event that we consider such Suggestions, we cannot sign non disclosure agreements to review any submissions or for follow up conversations, or promise that any Suggestions are not already in development. In connection with anything you submit to us – whether or not solicited by us – you agree that Suggestions or other materials you submit are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way, and that you have no expectation of review, compensation, or consideration of any kind. If you wish to submit Suggestions in accordance with the foregoing terms and conditions you may contact us at:

suggestions@OneFirelight.com.

INTERNATIONAL USE

Our Service is currently available only within North America and is controlled by Irie and OFL from offices within the U.S.A. Irie and OFL make no representation or warranty that the materials contained within the Website and Service are appropriate or available for use at locations outside of North America, and access to the Website and Service from territories where the materials, Service Features, or Service available through Irie and OFL are illegal or unauthorized is prohibited. You are forbidden to use the Irie and OFL Service, Service Features, or the Website or export the Service, Service Features, or Website in violation of U.S. export laws and any other applicable regulations. If you access the Irie and OFL Service, Service Features, or the Website from a location outside of the North America, you agree that you will indemnify Irie and OFL from and against any liability whatsoever in connection therewith, and that you are responsible for compliance with any and all applicable local laws, rules, regulations, and ordinances.

In the event that the Service becomes available or accessible outside North America, the Service will be provided in compliance with the policies mandated by applicable law.

MODIFICATIONS, AMENDMENTS, OR DISCONTINUATION OF THIS WEBSITE

We reserve the right at any time and periodically to modify, amend, edit, or discontinue, temporarily or permanently, this Website, the Service or any portion thereof, and these Terms and Conditions with or without notice. You agree that we will not be liable to you or to any third party in connection with any modification, suspension, or discontinuance of the Website, the Service or any portion thereof, or these Terms and Conditions.

SEVERABILITY AND SURVIVAL

If any provision of these Terms, or a part thereof, should be found by a competent authority to be unlawful, void, or for any reason unenforceable, then that provision or part thereof shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions or parts thereof. Any provisions of these Terms which by their nature should survive the termination of these Terms shall survive such termination.

MISCELLANEOUS

Third Party Beneficiaries. Except as otherwise set forth in these Terms, only you and Irie in connection with OFL are bound by these Terms, and no third party shall be entitled to enforce these Terms except as otherwise provided herein.

Assignment. Irie and OFL may freely assign these Terms at any time and for any reason, with or without notice to you. As otherwise provided under these Terms, you are not authorized to assign any aspect of your membership subscription or these Terms, and any such alleged assignment shall be null and void.

Waiver. Our waiver of any provision of these Terms shall not be considered a further or continuing waiver of such provision or any other provision, and our forbearance or failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Any waiver hereunder shall only be effective if in writing signed by a duly authorized representative of Irie.

Notices. Any notices required or permitted to be given under these Terms must be in writing, which writing may be electronic. Irie and OFL may provide notice to you by sending you an email at the email address on file with us that you have provided and which you agree electronically satisfies any applicable legal notice requirement. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR E-MAIL ADDRESS ON FILE WITH US IS ACCURATE AND CURRENT. You shall give any notice to OFL by e email addressed to: info@OneFirelight.com. Emailed notices shall be deemed effective as of one day after transmission unless such transmission is returned to sender.

Entire Agreement. These Terms supersede any and all other agreements and or contracts, either oral or written, between you and Irie or OFL regarding the subject matter herein and contain all of the covenants and agreements between you and Irie in connection with OFL regarding the Website, the Service, and the Service Features. You acknowledge that no representations, inducements, promises, or agreements, oral or otherwise, have been made by Irie, OFL, any other party, or anyone acting on behalf of any other party, which are not contained in these Terms. Irie and OFL reserve the right to amend or modify these Terms from time to time as provided herein.