

Terms of Use

Last Modified: February 1, 2017

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Go Fire, Inc. (“**Company**”, “**we**”, “**our**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your use of our proprietary smart dosing system (“**System**”) which includes: the GoFire Vaporizer (“**Vaporizer**”), access to and use of our mobile application (“**Mobile App**”) and access to and use of our website located at www.gofire.co, (“**Website**”). Additionally, the System includes any content, functionality and services offered on or through the Website and Mobile App, whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website or Mobile App. **By using the Website or Mobile App, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://www.gofire.co/privacy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access the Website or Mobile App or use the System.

The System is offered and available to users who are 18 years of age or older. By using the System, including accessing this Website or the Mobile App, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not use the System or access or use the Website or Mobile App.

License

We grant you a nonexclusive, nontransferable license to access and use the System pursuant to the terms of this Agreement. You may only use the System for your own personal, non-commercial use. You acquire no right to the System or to the information and data contained in or produced by or through the System, except for the right to use such information and data solely for your own personal purposes, in accordance with this Agreement. You may not sublicense, assign or transfer this license or the data and output produced by the System to any third party. This license shall terminate immediately upon termination, for any reason, or expiration of this Agreement.

Vaporizer

The Vaporizer records and sends data regarding your usage (such as frequency of use) to your user account accessible via the Website and Mobile App. The Vaporizer packaging will include instructions for use. Please read them carefully. If you have questions, do not use the product. The Vaporizer is not regulated by the U.S. Food and Drug Administration. You assume all risks associated with your use.

Website and Mobile App

The Website may be accessed via its URL www.gofire.co on any computer or mobile device. The Mobile App may be installed on an Android or iOS mobile device. The Mobile Device communicates with the Vaporizer via Bluetooth technology. When the Vaporizer is used in conjunction with the Mobile App, your usage information is collected and transmitted to our servers. We process the data so that it can then be accessed by you on either the Mobile App or the Website. Please take note that data that is in the process of being transmitted via Bluetooth technology and/or by other means is not entirely secure. You accept all risk of your data being intercepted or lost during transmission.

Accessing the Website or Mobile App and Account Security

We reserve the right to withdraw or amend this Website or the Mobile App, and any service or material we provide to you as part of the System, in our sole discretion without notice. We will not be liable if for any reason all or any part of the System is unavailable at any time or for any period. From time to time, we may restrict access to some aspects of the System for any reason or no reason in our discretion.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website and Mobile App.
- Ensuring that all persons who access the Website and Mobile App through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or Mobile App or some of the resources they offer, you may be asked to provide certain registration

details or other information. It is a condition of your use of the Website or Mobile App that all the information you provide therein is correct, current and complete. You agree that all information you provide to register with this Website, the Mobile App or otherwise, including but not limited to through the use of any interactive features on the Website or Mobile App, is governed by our [Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or Mobile App or portions of either using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

User Support & Communication

By registering for a user account, you agree that we may contact you to assist you with your use of the System and to obtain your feedback. You agree that we may contact you (using the information you provided at registration) via email, push notifications in the app, telephone, cell phone, and SMS/text messages.

No Medical Advice

The System is intended for you to use as a place to store your personal health related information and as a tool to assist you in tracking your Vaporizer use, all for the purpose of helping you take control and manage your health. The System is not:

- A substitute for medical advice or treatment. The materials provided on the Website and Mobile App are solely for general informational purposes only and are not a substitute for professional medical advice or treatment. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or Mobile App, or by anyone who may be informed of any of its contents. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding your health. You should not disregard professional medical advice or delay in seeking it because of something you have read on our Website or Mobile App. If you think you may have a medical emergency, call your doctor or 911 immediately.
- Intended as a medical record for diagnosis or treatment. While you may allow your physician or other qualified health providers to have access to your user account, the information stored in your user account is not intended to be and should not be used for diagnosis or treatment. The information in your user account may not always be accurate or up to date and should be viewed by you and others you share it with as informational only.
- An endorsement or recommendation of any treatments, products, services, opinions, people or other information that may be referenced on the Website or Mobile App.

Personally Identifiable Information (PII)

We may be required by federal and state data protection laws to protect the confidentiality of your Personally Identifiable Information. Your PII includes, but is not limited to, your name, address, email address, telephone number(s), date of birth, race, sex and information the System records such as the frequency, time and (if you choose to utilize the Mobile App on your mobile device) location of your use of the Vaporizer. Please see our Privacy Policy for details.

Intellectual Property Rights

The Website and Mobile App and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website and Mobile App for your personal use if browsing and to promote your

wellness business (products and services) as a registered professional only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website or Mobile App without our permission, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your use and not for further reproduction, publication or distribution unless you have received our permission.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide *social media features* with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the System or any services or materials available through the Website or Mobile App.

If you wish to make any use of material on the Website or Mobile App other than that set out in this section, please address your request to: help@gofire.co.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website or Mobile App in breach of the Terms of Use, your right to use the Website and Mobile App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or Mobile App or any content on the Website or Mobile App is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website or Mobile App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Company name and logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on the Website and Mobile App are the trademarks of their respective owners.

Prohibited Uses

You may use the Website and Mobile App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or Mobile App:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, without our prior written consent, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or user names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or Mobile App, or which, as determined by us, may harm the Company or users of the Website or Mobile App or expose them to liability.

Additionally, you agree not to:

- Use the Website or Mobile App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or Mobile App, including their ability to engage in real time activities through the Website or Mobile App.
- Use any robot, spider or other automatic device, process or means to access the Website or Mobile App for any purpose, including monitoring or copying any of the material on the Website or Mobile App.
- Use any manual process to monitor or copy any of the material on the Website or Mobile App or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website or Mobile App.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or Mobile App, the server on which the Website and Mobile App are stored, or any server, computer or database connected to the Website or Mobile App.
- Attack the Website or Mobile App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or Mobile App.

User Contributions

The Website and/or Mobile App may contain message boards, chat rooms, personal web pages and/or profiles, forums, bulletin boards, blogs and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Website and/or Mobile App.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Website or Mobile App will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website or Mobile App, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the worldwide, royalty free, perpetual, non-exclusive right and license to use, reproduce, modify, perform, display, distribute, adapt, publish, translate, create derivative works from the User Contribution (in whole or in part) and/or to incorporate such User Contribution into other works in any form, media, or technology now known or later developed for the purposes of providing the Services (e.g., processing data you enter and supplying corresponding output data to you). and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website or Mobile App. We are not responsible for the loss of any User Contributions.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or Mobile App or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or

unauthorized use of the Website or Mobile App.

- Terminate or suspend your access to all or part of the Website and/or Mobile App for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or Mobile App. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Website or Mobile App, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act, including without limitation intended, the illegal use of narcotics.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please see our [Copyright Policy](#) for instructions on sending us a notice of copyright infringement. It is the policy of the Company to terminate the user accounts of repeat infringers.

Reliance on Information Posted

This Website and Mobile App includes content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Terms of Use, Website or Mobile App

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately

when we post them, and apply to all access to and use of the System thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website or Mobile App.

Your continued use of the Website or Mobile App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

We may update the content on the Website or Mobile App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website or Mobile App may be out of date at any given time, and we are under no obligation to update such material. Any updates we make shall be governed by these Terms of Use. You may be required to accept our Terms of Use before being permitted to access any updates to the Website or Mobile App.

Information About You and Your Visits to the Website or Mobile App

All information we collect on the Website and Mobile App is subject to our Privacy Policy. By using the Website or Mobile App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our Website or Mobile App or other transactions for the sale of goods or services or information formed through the Website or Mobile App or as a result of visits made by you are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of the Website or Mobile App. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send e-mails or other communications with certain content, or links to certain content, on the Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website or Mobile App

If the Website or Mobile App contains links to other sites and resources provided by third parties, these links are provided for

your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website or Mobile App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website and Mobile App is based in the State of Colorado in the United States. We provide the Website and Mobile App for use only by persons located in the United States. We make no claims that the Website or Mobile App or any of content contained on either of them is accessible or appropriate outside of the United States. Access to the Website or Mobile App may not be legal by certain persons or in certain countries. If you access the Website or Mobile App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website or the Mobile App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE, MOBILE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR MOBILE APP OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE AND MOBILE APP, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR MOBILE APP IS AT YOUR OWN RISK. THE WEBSITE AND MOBILE APP, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH EITHER OF THEM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR MOBILE APP. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE OR MOBILE APP, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH EITHER OF THEM WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVERS THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR MOBILE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH EITHER OF THEM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE OR MOBILE APP, ANY WEBSITES LINKED TO EITHER OF THEM, ANY CONTENT ON THE WEBSITE OR MOBILE APP OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THEM OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the System, including without limitation, the Website and Mobile App, including, but not limited to, your User Contributions, any use of the Website's or Mobile App's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website or Mobile App.

Governing Law and Jurisdiction

All matters relating to the Website, Mobile App and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website or Mobile App shall be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado in each case located in the City of Denver although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Website or Mobile App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Colorado law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE OR MOBILE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Go Fire, Inc. with respect to the Website and Mobile App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

The website and Mobile App are operated by Go Fire, Inc. 740 Pearl Street, Denver, CO, 80203.

All notices of copyright infringement claims should be sent to the copyright agent designated in our [Copyright Policy](#) in the manner and by the means set forth therein.

All other feedback, comments, requests for technical support and other communications relating to the Website or the Mobile App should be directed to: help@gofire.co.

