

## TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES

**1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH GO FIRE, INC OR (C) LEGAL AGE TO PURCHASE OUR PRODUCTS UNDER APPLICABLE LAW.**

These terms and conditions (these “**Terms**”) apply to the purchase and sale of the GoFire vaporizer product (“**Vaporizer**”), the lithium ion batteries (the “**Battery**”) contained within the Vaporizer, and any related accessories (each a “**Product**” and collectively “**Products**”) through [www.gofire.co](http://www.gofire.co) (the “**Site**”) by you (“**you**” or “**your**”). These Terms are subject to change by Go Fire, Inc. (referred to as “**GoFire**”, “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms prior to purchasing any Products that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to your use of our Site. You should also carefully review our Privacy Policy before placing an order for products through this Site (see Privacy Policy Section 7, below).

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all Products listed in your order. All orders must be accepted by us or we will not be obligated to sell the Products to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation e-mail with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between you and us will not take place unless and until you have received your order confirmation e-mail. You have the option to cancel your order at any time before we have sent your order confirmation e-mail by e-mailing our Customer Service Department at [help@gofire.co](mailto:help@gofire.co).

3. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for a Product will be the price in effect at the time the order is placed and will be set out in your order confirmation e-mail. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail. We are not responsible for pricing, typographical or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the Products to you. Please check the individual product page for specific

delivery options. You will pay all shipping and handling charges specified during the ordering process.

(b) Title and risk of loss pass to you upon our transfer of the Product(s) to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Returns and Refunds. We will accept a return of a Product that has not been used, is not damaged, and is in its original packaging for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of shipment. To return a Product, you must e-mail our Returns Department at [help@gofire.co](mailto:help@gofire.co) to obtain a Return Merchandise Authorization (“RMA”) number before shipping your Product. No returns of any type will be accepted without a RMA number.

You are responsible for all shipping and handling charges on returned Products. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. All returns are subject to a 10% restocking fee.

Refunds are processed within approximately 3 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site.

6. Limited Warranty.

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**THIS LIMITED WARRANTY CAN ALSO BE FOUND AT [WWW.GOFIRE.CO/WARRANTY](http://WWW.GOFIRE.CO/WARRANTY) AND IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCTS.**

**WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCTS PURCHASED FROM THE SITE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.**

**WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. OUR RESPONSIBILITY FOR DEFECTIVE SERVICES IS LIMITED TO REPAIR OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT.**

**WHO MAY USE THIS WARRANTY?**

We extend this Warranty only to you, the consumer who originally purchased a Product and resides in the United States at the time a Warranty Services is requested. It does not extend to any subsequent owner or other transferee of the Product.

**WHAT DOES THIS WARRANTY COVER?**

This Warranty covers defects in materials and workmanship of the: (i) Vaporizer for the Vaporizer Warranty Period as defined below; and (ii) Battery contained within the Vaporizer for the Battery Warranty Period as defined below. (The Vaporizer Warranty Period and the Battery Warranty Period are collectively referred to herein as the “**Warranty Period**”). This Warranty does not include accessories and consumable spare parts or other items purchased in conjunction with the Vaporizer other than the Battery (“**Items**”), whether such Items are our Products or the Items of one or more third parties, unless otherwise stated.

**WHAT DOES THIS WARRANTY NOT COVER?**

This Warranty does not cover:

- (i) Any damages, defects or alleged defects due to: improper use, cleaning or maintenance; failure to follow instructions; modifications; unauthorized repair; normal wear and tear; or external causes such as accidents, rough handling, abuse, misuse, bending or dropping of the Vaporizer or Battery, water or sunlight damage to the Vaporizer or Battery, or other actions or events beyond Our reasonable control;
- (ii) User manuals, including any third party manuals, whether downloaded or included during shipping or at any other time in the delivery chain or otherwise and in any way acquired by you;
- (iii) Any damages, defects or alleged defects due to the use of the Vaporizer or Battery with, or connected to, any product, accessory and/or service not manufactured, or supplied by GoFire or was used otherwise than for its intended use;
- (iv) Any damages, defects or alleged defects to the Vaporizer or Battery to the extent that it has been dismantled, modified or repaired by anyone other than a GoFire authorized service center, if it is repaired using unauthorized spare parts or if the Vaporizer's or Battery's date code has been removed, erased, defaced, altered or are illegible in any way and this shall be determined at the sole discretion of GoFire;
- (v) In-store demonstration units and knock-offs.
- (vi) Any Vaporizer that is returned to our authorized service centers containing any illegal (under federal or state laws) substances in any devices, spare parts or accessories;
- (vii) Any Vaporizer or Battery that is sold through an unauthorized reseller, including unauthorized Internet resellers. All authorized Internet sellers have a unique seller code provided directly from us.

#### **WHAT IS THE PERIOD OF COVERAGE?**

With respect to the Product, the limited lifetime warranty starts on the date of your purchase and lasts for your lifetime (the "**Product Warranty Period**"). With respect to the Battery, the limited warranty starts on the date of your purchase and lasts for ninety (90) days (the "**Battery Warranty Period**"). The Warranty Period is not extended if we repair or replace the Product or Battery, as applicable. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### **WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?**

With respect to any defective Vaporizer returned to our authorized service center during the applicable Product Warranty Period, We will, in our sole discretion, either: (a) repair or replace the Vaporizer (or the defective part, excluding the Battery) free of charge with new or refurbished parts or (b) refund the purchase price of the Vaporizer. With respect to any defective Battery during the applicable Battery Warranty Period, We will replace the Battery. We reserve the right to charge a small shipping and handling fee in connection with the fulfillment of any valid warranty claim.

#### **HOW DO YOU OBTAIN WARRANTY SERVICE?**

To obtain warranty service, you must visit our customer service page at [www.gofire.co/customerservice](http://www.gofire.co/customerservice) during the Warranty Period to obtain a Defective Merchandise Authorization ("**DMA**") number. No warranty service will be provided without a DMA number. Once You have obtained a DMA number, **You must return to our designated authorized service center:** (i) the Product, Battery or other affected part, as applicable; and (ii) the original proof of purchase which clearly indicates the name, address of the seller, the date, place of purchase, the product type and the name of the purchaser, which must match the name of the person making the warranty claim.

#### **LIMITATION OF LIABILITY**

**IN NO EVENT, UNDER ANY CAUSE OF ACTION OF THEORY OF LIABILITY, SHALL WE OR OUR DISTRIBUTORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE, LOSS OF USE OR LOSS OF DATA CAUSED BY OR TO THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED WITH THE PRODUCT, INCLUDING WITHOUT LIMITATION INTENDED, CONSUMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE ATTACHED TO THE PRODUCT, SUCH AS: PHONES, LAPTOPS AND DESKTOP COMPUTERS AND OTHER HANDHELD DEVICES (COLLECTIVELY, "THIRD PARTY DEVICES"), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT WE HAVE NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO THIRD PARTY DEVICES OR ANY OTHER REAL OR PERSONAL PROPERTY, OR ANY LOSS OF DATA CONTAINED IN A THIRD PARTY DEVICES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), OUR ENTIRE AGGREGATE LIABILITY AND ANY OF OUR DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

7. **Privacy.** We respect your privacy and are committed to protecting it. Our Privacy Policy, <http://www.gofire.co/privacy>, governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

8. **Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9. **Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are 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) that would cause the application of the laws of any jurisdiction other than those of the State of Colorado.

10. **Dispute Resolution and Binding Arbitration.**

**(a) YOU AND GO FIRE, INC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF**

**PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

(b) Any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Colorado before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR GO FIRE, INC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 11 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Go Fire, Inc.

13. No Third Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

14. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.

(b) To Us. To give us notice under these Terms, you must contact us by personal delivery, overnight courier or registered or certified mail to Go Fire, Inc., 740 Pearl Street, Denver, CO, 80203. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices

provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective 3 business days after they are sent.

15. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16. Entire Agreement. Our order confirmation, these Terms, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.