

# Off We Glow, Inc. Terms and Conditions

**Effective Date:** [ ]/[ ]/2025

Welcome to the official website of Off We Glow Inc. (the “Site”). These Terms and Conditions (the “Terms”) govern your access to and use of the Site and all associated services, products, content, features, and purchases, including participation in our Glow Getters rewards program (“Rewards Program”), (collectively, the “Services”). Off We Glow Inc. is referred to in these Terms as “Off We Glow”, “we”, “us” or “our”, and you are referred to as “User”, “you” or “your”.

By accessing or using this Site, creating an account, making a purchase, or participating in the Rewards Program, you agree to be bound by these Terms, our Privacy Policy, our Rewards Program Terms and Conditions, and any additional terms incorporated by reference. If you do not agree to these Terms, you may not use our Site or the Services.

## **Order Processing & Agreement to Terms**

We will process all orders placed through this Site and will act as the merchant of record, unless otherwise specified during the checkout process.

These Terms apply to your use of the Site, including any web page or digital service that links to these Terms.

THESE TERMS CREATE A BINDING AGREEMENT BETWEEN YOU AND OFF WE GLOW (TOGETHER, THE “PARTIES”). BY ACCESSING OR USING THE SITE AND ITS SERVICES—including, without limitation, browsing the site, making a purchase, or participating in the Glow Getters Rewards Program—you acknowledge that you have read and understood these terms, meet all eligibility requirements included in these terms, and agree to be bound by these terms, including, without limitation, your consent to the collection and use of your information as described in our [Privacy Policy](#).

IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT MEET THE STATED REQUIREMENTS, YOU MAY NOT ACCESS OR USE THE SITE OR THE SERVICES.

## **IMPORTANT NOTICE – ARBITRATION AGREEMENT**

THESE TERMS INCLUDE A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR LEGAL RIGHTS. EXCEPT WHERE PROHIBITED BY LAW, ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN YOU AND OFF WE GLOW OR ITS AFFILIATES ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, THE SITE, THE SERVICES AND/OR YOUR RELATIONSHIP WITH US WILL BE RESOLVED THROUGH MANDATORY, INDIVIDUAL AND FINAL BINDING ARBITRATION, AS DETAILED IN SECTION 18.2.

### **1. DEFINITIONS**

All capitalized terms used in these Terms shall have the meanings assigned to them in the context where they are used. All other words are intended to carry their commonly understood meaning under plain English (U.S.) usage.

### **2. ELIGIBILITY & ACCESS**

Use of the Site and its Services is limited to individuals who are at least 18 years old and who meet all other requirements described in these Terms. By accessing or using the Site and the Services, you confirm that you meet these eligibility conditions. If you do not, you may not use the Site or any of the Services offered. We reserve the right to deny or revoke access to users we have previously removed from our platform.

### **3. PERSONAL USE ONLY**

Products, samples, and services available through this Site are intended for your personal and/or professional use only. You may not sell, resell, or exploit any product, service, or sample obtained from Off We Glow for commercial purposes. We reserve the right, without notice, to cancel any order or limit quantities at our sole discretion if we believe, in our sole discretion, is intended for misuse, resale or may otherwise result in the violation of these Terms.

### **4. USER OBLIGATIONS AND CONDUCT**

When accessing or using any part of the Site or Services, you agree to comply

with these Terms, as well as any specific instructions, guidelines, or legal notices posted on the Site. You must act lawfully, respectfully, and in good faith at all times. You are prohibited from altering or disrupting the functionality of the Site or the Services.

You also agree not to:

1. violate the privacy or personal data of other users by, for example, collecting, storing or using their personal data;
2. harass, stalk, threaten, entrap or harm in any way any third party, including, without limitation, Off We Glow staff or representatives or minors;
3. impersonate any person or entity or falsely represent your affiliation with any person or entity, including, without limitation, Off We Glow, its staff or any of its affiliates;
4. alter or misuse any content or feature of the Site or manipulate identifiers to conceal the origin of any content, including your own;
5. upload or distribute any malicious software, spam, or unauthorized advertising; or
6. intentionally or unintentionally, breach any applicable local, state, national, or international law.

If you breach any of your obligations in these Terms, you are liable for all damages and losses incurred by Off We Glow, its affiliates, contractors, partners, or licensors as a result of your breach.

## **5. YOUR RIGHTS**

### **5.1 Right to Access the Site**

You may access and use the Site for personal, lawful, and non-commercial purposes, subject to these Terms. If you access the Site on behalf of another person or entity, you represent that you have the legal authority to do so and that you agree to these Terms on such person's or entity's behalf. If such person is an individual, you represent that the person meets all eligibility requirements included in these Terms. If you lack such authority, you are personally responsible for any misuse of the Site or the Services.

## 5.2 Right to Create Links

You may link to our Site's homepage for non-commercial, personal use, provided that you do not:

1. misrepresent your relationship with us;
2. imply any endorsement by Off We Glow;
3. display inappropriate, offensive, or illegal content;
4. present Off We Glow or the Services in a false, misleading, derogatory, or otherwise offensive or objectionable manner (as decided solely by us);
5. associate Off We Glow, the Site, or the Services with any content, products, services, or opinions that we determine, in our sole discretion, could be construed as distasteful, undesirable, obscene, offensive, controversial, illegal, or inappropriate for any ages; or
6. replicate any Site or Services content;
7. link to any page other than the homepage.

We may request that any such link be removed at any time, and you must comply promptly.

## 5.3 Right to Access Content

You may be granted access to various forms of content made available through the Site, such as images, videos, text, software, marketing materials, logos, and other media (collectively, "Content"). All Content is provided for informational purposes only, and you are solely responsible for checking that it is accurate, complete and applicable, and for how you use the Content. All Content, unless otherwise specifically stated, is owned by Off We Glow or its licensed third parties, and no licenses or rights in or to any Content are granted to you.

You will not and will not permit or encourage any third party to:

1. use the Content beyond what is expressly permitted under these Terms;
2. edit, copy, modify, or create derivative works from the Content;
3. remove, alter or obscure copyright or trademark notices; or

4. distribute, publish, license or sell the Content.

Without limiting the foregoing, any use of our Content that is not expressly permitted by these Terms is strictly prohibited.

We are not responsible for or endorse third-party Content posted to the Site and make no representations or guarantees as to its accuracy, integrity or quality of such content. Use of the Site is at your own risk. You understand that by using the Site, you may be exposed to Content that is offensive, indecent, or objectionable to you, and you waive any claim related to exposure to such content.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, WITHOUT LIMITATION, FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT. YOU HEREBY WAIVE ALL RIGHTS TO ANY CLAIMS AGAINST US FOR ANY ALLEGED OR ACTUAL INFRINGEMENT OF ANY PROPRIETARY RIGHTS, PRIVACY AND PUBLICITY RIGHTS, MORAL RIGHTS, OR RIGHTS OF ATTRIBUTION IN CONNECTION WITH CONTENT AVAILABLE ON THE SITE.

#### 5.4 Restrictions on Use

Our Site and Services contain proprietary information and trade secrets. You will not and will not permit or encourage any third party to:

1. use or access the Site and any Services outside of what is allowed in these Terms;
2. make any use of the Site or Services other than for your personal use;
3. distribute, redistribute, sell, resell, license, sublicense, transfer or otherwise make the Services available to any third party for commercial gain;
4. use bots, spiders, data mining, scraping or other automated tools to access, collect, copy, or record information from or related to the Site or Services;
5. use any meta tags or any other “hidden text” using any part of the Site or Services;

6. disassemble, reverse engineer, tamper with, or create any derivative works based upon any part of the Site or Services;
7. frame or repackage our Services or Content;
8. place unreasonable load or interference on our servers or systems;
9. use the Site or Services in any way that competes with or is detrimental or commercially disadvantageous to Off We Glow; or
10. share account credentials or attempt to bypass or otherwise overcome any access controls intended to restrict access to any portion of the Site or Services.

Unauthorized use may result in immediate termination of all access rights.

## **6. ACCOUNT REGISTRATION & MANAGEMENT**

While you may browse the Site without registering, certain features may require creating an account with us (“Account”). You must be 18 years of age or older to create an Account. We reserve the right to approve or deny account creation at our sole discretion.

If you choose to create an Account, you are responsible for maintaining the accuracy and confidentiality of your information, including your Account login credentials. You must keep all account details accurate and up to date. You agree to notify us immediately if your login credentials are lost, stolen or otherwise compromised. We will not be liable for any losses caused by an unauthorized use of your Account. You are solely responsible for all activities under your Account.

You may cancel your Account at any time. We reserve the right to suspend or terminate, without prior notice, any Account, including Glow Getters memberships, if these Terms are violated or we determine, in our sole discretion, that it would be in our best interest to do so for any reason.

## **7. TEXT MESSAGE CONSENT**

By opting in to receive SMS and/or MMS communications from Off We Glow, you agree to receive messages regarding updates, promotions, and other brand-related content. Messages may be sent via an automatic dialing system.

Your consent to receive text messages is not a condition for any purchase. Message frequency may vary, and standard message and data rates may apply.

You can opt out at any time by replying **STOP** to any message. For assistance, reply **HELP**. After unsubscribing, you may receive a final confirmation message. Please note that your mobile carrier is not responsible for delayed or undelivered messages.

For more information about how we handle data collected through SMS and/or MMS, please refer to our [Privacy Policy](#). For service support or assistance with our SMS or MMS messaging program, please contact us at [hello@offweglow.com](mailto:hello@offweglow.com).

## **8. MODIFICATIONS TO TERMS OR SITE**

We reserve the right to update, modify, or discontinue, at any time, without prior notice to you, and in our sole discretion, any aspect of the Services, the Site, these Terms, our Rewards Program Terms and Conditions, our Privacy Policy, or any additional terms incorporated by reference. Changes become effective immediately once posted on the Site. Continued use of the Site after changes are posted constitutes your acceptance of those changes. It is your responsibility to review the Site and these Terms periodically. The effective date of the current Terms is listed at the top of the page.

## **9. PRODUCT INFORMATION & ACCURACY**

We strive to ensure that product descriptions, pricing, and availability are as accurate as possible. However, we do not warrant that all descriptions, colors, information, or other Content on the Site are accurate, reliable, current, error-free or complete. We reserve the right to correct any errors, inaccuracies or omissions and to cancel or refuse to accept (including after an order has been submitted) any order placed using incorrect pricing or availability information.

## **10. PURCHASE TERMS & ORDER POLICIES**

For details regarding order processing, shipping, returns, and exchanges, please refer to our [Orders and Shipping Policy](#). These policies are incorporated by reference into these Terms.

## **11. REWARDS PROGRAM**

Participation in our Glow Getters rewards program is subject to separate terms and conditions, which can be reviewed here [\[insert link\]](#).

## **12. PROMOTIONS, EVENTS & SPECIAL FEATURES**

The Site may occasionally offer access to limited-time features, promotions, contests, giveaways, or events. These may be subject to additional terms, policies, or third-party rules, which will be disclosed at the time of participation. If you choose to participate, you agree to any applicable supplemental terms, policies or rules, in addition to these Terms.

## **13. PRIVACY POLICY**

Your use of the Site is also governed by our [Privacy Policy](#), which outlines how we collect, use, and protect your personal information. The Privacy Policy is incorporated into these Terms by reference.

## **14. INTELLECTUAL PROPERTY & FEEDBACK**

Off We Glow retains all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Site and Services, as well as any related additions, improvements, updates, and modifications thereto. As used in these Terms, “Intellectual Property Rights” means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and all other legal protections for data, information, and intangible property worldwide, including, without limitation, copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights, and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the laws of the United States or any other state, country or jurisdiction, and any additions, improvements, updates and modifications thereto.

Except for the limited rights and licenses expressly granted under these Terms, you are not permitted to use, reproduce, duplicate, copy, sell, resell, access, modify, or otherwise exploit any part of the Site or Services without our prior, express written consent.

If you provide to us any ideas, suggestions, questions, comments, materials, or feedback (collectively, “Feedback”), whether through the Site, email, or any other means, such Feedback will be treated as non-confidential and non-proprietary. To the extent allowed by law, you assign to us all rights, title and interest in and to the Feedback. You agree that we may use, modify or otherwise exploit, without any attribution or compensation, the Feedback and any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights (“Ideas”) contained in the Feedback (“Ideas”) for any purpose, including, without limitation, developing, manufacturing, licensing, marketing, or selling products and services. If the law prevents assigning these rights, you grant us a worldwide, perpetual, irrevocable, royalty-free, fully-paid up license—exclusive and transferrable—to use, adapt or exploit the Feedback or Ideas contained therein in any way we choose, at our sole discretion. We have no obligation to use, display, reproduce or distribute the Feedback or Ideas contained in the Feedback, and you have no right to compel us to do so.

## **15. USER-GENERATED CONTENT**

You are solely responsible for all Content you submit, transmit, upload, post, or otherwise make available on or create through the Site (“Your Content”), and you retain ownership of Your Content. However, by providing Your Content, you grant us a worldwide, perpetual, irrevocable, royalty-free, fully-paid up, transferrable license to copy, reproduce, display, publish, distribute, modify, adapt, sublicense, sell or otherwise use Your Content and any Ideas contained within it (including, without limitation, creating derivative works from it), in whole or in part, in any form or manner we deem appropriate, across any media or technology, whether now known or hereafter developed, whether alone or combined with other works.

You acknowledge we will not return Your Content and that we may use Your Content, and any Ideas within it, for any purpose, including, without limitation, developing, manufacturing, distributing and marketing products, without paying you any money or any other form of consideration. You represent and warrant that you own or otherwise control all rights to Your Content and the Ideas within it necessary to grant the rights and licenses described in these Terms.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR CONTENT.

You will not, and will not allow or encourage third parties to, submit, transmit, upload, post or otherwise make available on or create through the Site, Content that:

1. we determine, in our sole discretion, could be construed as distasteful, undesirable, obscene, pornographic, controversial, libelous, defamatory, derogatory, harmful, threatening, abusive, hateful, harassing, invasive of another's privacy, illegal, inappropriate for any ages or otherwise offensive or objectionable;
2. contains false, misleading, or inaccurate information (as decided solely by us);
3. violates the rights of any third party, including Intellectual Property Rights; or
4. includes spam, advertisements, solicitations or promotions of any kind, or software viruses.

We reserve the right, at our sole discretion and without prior notice, to remove or alter any Content that violates these Terms and to suspend or terminate any Account, including Glow Getters memberships, due to violations of these Terms or the rights of others.

## **16. DELETION OF USER CONTENT**

You may request the removal of Your Content that is publicly posted on the Site—such as reviews or comments—by contacting us at [hello@offweglow.com](mailto:hello@offweglow.com). To help us process your request, please include your full name, username (if applicable), the email address associated with your account, the reason for your request, and the date(s) of Your Content you wish to remove. Incomplete requests may not be processed. All removal requests are subject to our review and approval, at our sole discretion. Please allow up to 10 business days for processing.

## **17. TERMINATION OF USE**

Either party may terminate these Terms at any time by providing notice as permitted under these Terms. Upon termination, your right to access the Site and the Services will immediately cease. Any payment obligations for purchases made prior to termination will remain enforceable. Sections of these Terms that by nature should survive termination—including, without limitation, dispute resolution & arbitration, intellectual property & feedback, and limitations of liability—will continue to apply.

## **18. DISPUTE RESOLUTION & ARBITRATION**

### 18.1 Governing Law

Any controversy, claim or dispute between you and Off We Glow arising out of or relating in any way to these Terms, the Site, the Services, and/or your relationship with us shall in all respects be governed by, construed and interpreted in accordance with the substantive laws of the State of Delaware, United States of America, irrespective of any choice or conflict of law rules, provided, however, that the Federal Arbitration Act will govern the interpretation and enforcement of the agreement in Section 18.2 of these Terms to arbitrate and any arbitration proceedings.

### 18.2 Arbitration

EXCEPT WHERE PROHIBITED BY LAW, ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN YOU AND OFF WE GLOW OR ITS AFFILIATES ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, THE SITE, THE SERVICES AND/OR YOUR RELATIONSHIP WITH US, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE OVER THE SCOPE OF THIS ARBITRATION PROVISION, WILL BE RESOLVED THROUGH MANDATORY, INDIVIDUAL AND FINAL BINDING ARBITRATION AS DETAILED IN THIS SECTION. BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHT TO A TRIAL BY JUDGE OR JURY.

The place of arbitration shall be Wilmington, Delaware, United States of America, and you agree to submit to the jurisdiction thereof. The language of arbitration shall be English. The arbitration shall be conducted by a sole, neutral arbitrator under the Consumer Arbitration Rules (including the Mass

Arbitration Supplementary Rules) of the American Arbitration Association then in effect. Except as may be required by law, neither party nor its representatives may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties.

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, MASS, OR REPRESENTATIVE ACTION. The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

You and Off We Glow both agree that nothing in these Terms will be deemed to waive, preclude, or otherwise limit either of our rights, at any time, to bring an individual action (i) in a U.S. small claims court (or the equivalent court in the country where the User resides) or (ii) in a court of law when seeking only temporary or preliminary injunctive relief, pending a final ruling from the arbitrator.

A party who wishes to initiate arbitration must provide the other party with a demand for arbitration that shall include: (1) the name, telephone number, mailing address, e-mail address of the party seeking arbitration, and the Account username (if applicable), as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and their factual bases; (3) a description of the remedy sought and a good-faith calculation of the amount in controversy in United States Dollars; (4) evidence that the requesting party has paid any necessary filing fees in connection with the arbitration; and (5) if represented by counsel, counsel's name, telephone number, mailing address, email address, and counsel's signed certification that, to the best of counsel's knowledge, information, and belief, formed after a reasonable inquiry, that the demand is proper and that the claims are warranted by existing law and are supported by evidence.

Changes to this arbitration clause shall not apply to any claim that was filed in a legal proceeding against us or you prior to the effective date of the modification. You may opt out of any such changes within 30 days of implementation by writing to Off We Glow at [hello@offweglow.com](mailto:hello@offweglow.com).

## **19. THIRD-PARTY SITES & LINKS**

Our Site may contain links to third-party websites for convenience. These links do not imply our endorsement of the linked content, product, or services. We are not responsible for the content, availability, or privacy practices of any third-party websites and disclaim all liability related to your use of such sites. We encourage you to review the terms and privacy policies of any external sites you visit, as your use of them is solely at your own risk.

## **20. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL OFF WE GLOW, ITS OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, DIRECTORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, SUPPLIERS OR LICENSORS (COLLECTIVELY, THE "OFF WE GLOW GROUP") BE LIABLE (1) FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, DELAY, INCIDENTAL, OR INDIRECT DAMAGES, (2) FOR LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR REPUTATION (WHETHER DIRECT OR INDIRECT) PROFITS, LOSS OF GOODWILL OR REPUTATION, (3) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN) AND/OR (4) FOR ANY DAMAGES CAUSED BY CONTENT UPLOADED BY USER(S), ALL REGARDLESS OF LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT) AND WITHOUT REGARD TO WHETHER OFF WE GLOW HAS BEEN WARNED OF THE POSSIBILITY OF THOSE DAMAGES, RELATING TO OR ARISING IN CONNECTION WITH OR OUT OF THESE TERMS, THE SITE, THE SERVICES AND/OR YOUR RELATIONSHIP WITH US. FOR THE AVOIDANCE OF DOUBT, LIABILITY OF THE OFF WE GLOW GROUP FOR ORDINARY NEGLIGENCE IS HEREBY EXCLUDED.

IN ALL CASES, OUR TOTAL LIABILITY TO YOU WILL NOT EXCEED THE GREATER OF USD \$100 OR THE TOTAL AMOUNT YOU PAID TO US IN THE 3 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM, WHICHEVER IS GREATER. YOU AGREE THAT WE WOULD NOT ENTER INTO THESE TERMS WITHOUT THESE LIMITATIONS ON OUR LIABILITY.

## **21. COPYRIGHT INFRINGEMENT POLICY**

We respect intellectual property rights and require users to do the same. If you believe that your copyrighted work has been used in a way that constitutes copyright infringement, you may send a notice to [hello@offweglow.com](mailto:hello@offweglow.com) with the following information: (1) your physical or electronic signature; (2) identification of the copyrighted work you claim is infringed; (3) a description and location of the infringing material on our Site; (4) your contact information (address, phone, and email); (5) a good faith statement that the disputed use is not authorized by the copyright owner; and (6) a statement under penalty of perjury that the information provided is accurate and you are authorized to act on behalf of the copyright owner.

## **22. DISCLAIMER OF WARRANTIES**

ALL SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE" AND AT THE USER'S OWN RISK. OFF WE GLOW AND ITS AFFILIATES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OR THAT THE SITE OR THE SERVICES WILL ALWAYS BE TECHNICALLY AVAILABLE, SECURE, OPERATE WITHOUT ERROR, ARE FREE FROM ANY VIRUSES OR ANYTHING ELSE THAT MAY HAVE A HARMFUL EFFECT ON ANY TECHNOLOGY.

## **23. INDEMNIFICATION**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OFF WE GLOW GROUP FROM AND AGAINST ANY AND ALL CLAIMS, PROCEEDINGS FOR INJUNCTIVE RELIEF, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT

NOT LIMITED TO ATTORNEY’S FEES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE SITE, THE SERVICES, YOUR RELATIONSHIP WITH US, INFRINGEMENT OF ANY RIGHTS OF A THIRD PARTY, AND/OR ANY CLAIM THAT YOUR CONTENT CAUSED DAMAGE TO A THIRD PARTY. WE RESERVE THE RIGHT TO ASSUME, AT OUR SOLE DISCRETION, EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION.

## **24.NOTICE**

By using this Site, you consent to receive all agreements, disclosures, and other legal communications (“Notices”) from us electronically, including, without limitation, by email or through notices posted on the Site. These electronic communications fulfill any legal obligation that such communications be provided in writing.

Because we send Notices electronically, we are unable to provide the Services to users who do not consent to receiving Notices in that way. If you choose to withdraw your consent to receive Notices electronically, you must inform us by emailing [hello@offweglow.com](mailto:hello@offweglow.com) and stop using the Site and the Services.

Please note: this consent to receive Notices electronically is distinct from your marketing communication preferences, which are explained in our [Privacy Policy](#).

## **GENERAL PROVISIONS**

These Terms represent the complete and exclusive agreement between you and Off We Glow regarding the use of our Site and the Services, and they supersede all prior agreements or communications. No joint venture, partnership, employment, or agency relationship is created by these Terms.

Our failure to enforce any provision of these Terms shall not be considered a waiver of our right to enforce such provision in the future. The invalidity of individual parts of these Terms shall have no impact on the validity of the Terms as a whole. You and Off We Glow agree that if any provision or part of a provision of the Terms shall under any circumstances be deemed invalid, inoperative or otherwise not enforceable, the Terms as a whole shall remain valid and the invalid or inoperative provision or part of a provision shall be

replaced by a provision which you and Off We Glow would have agreed on in good faith if they had been aware of the invalidity.

You may not assign your rights or obligations under these Terms without our prior written consent. Any unauthorized assignment is void. We reserve the right to assign our rights and obligations under these Terms at any time without notice. Section headings are for convenience only and do not affect the interpretation of these Terms.

## **25. CONTACT INFORMATION**

For questions regarding these Terms, please contact us at:

**Email:** [hello@offweglow.com](mailto:hello@offweglow.com)

**Mailing Address:** Off We Glow, Inc., 407 Lincoln Rd Suite 6H #1240 Miami Beach, FL 33139 United States