

FireFly™ Terms and Conditions of Use

1. Terms, Definitions, and Bindings:

- a) For the purposes of this document FireFly, FireFly LLC, FireFly Inc. FireFly Entertainment Systems, and FireFly Entertainment Center Software are used interchangeably.
- b) FireFly is a wholly owned subsidiary of the Herrin Technology Corporation.
- c) The scope of this agreement extends to but is not limited to all FireFly products, websites, website and mobile applications, cloud based applications, and services, publications, electronic media, features, and services.
- d) FireFly and all items covered by the scope of this agreement are protected by applicable copyright and trademark laws.
- e) For the purposes of this document, you makes reference to and includes you the user, your business, your employees, your authorized agents, or anyone that you permit to have access to FireFly.
- f) By accessing FireFly, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, agree that you are responsible for compliance with the terms of this agreement.

2. Use License

a. FireFly grants the use of FireFly products based on the following conditions:

1. You are the business owner or authorized agent of the business to use FireFly.
2. You shall not engage in illegal activity or activity that would cause harm to FireFly's reputation or standing.
3. You shall not engage in activity intentionally or accidentally that negatively impacts the functionality of FireFly.
4. You shall not upload or otherwise use content that is copyrighted material for which you do not have permission of the owner to use.
5. You leave intact any FireFly branding, logos, and copyrights.
6. You shall not attempt to by-pass or circumvent FireFly security or access restrictions.
7. You shall not attempt to "back-engineer" FireFly products, source codes, and or applications.
8. You shall not attempt to reproduce or copy any website content created or generated using FireFly.

b. This license shall automatically terminate if you violate any of these restrictions and may be terminated by FireFly at any time. c.

FireFly reserves the right to terminate this license at any time and for any reason.

3. Disclaimer

The materials on FireFly's web site are provided "as is". FireFly makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a purpose, or non-infringement of intellectual property or other violation of rights. Further, FireFly does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site, online tools and services, mobile applications or otherwise relating to such materials or on any sites linked to this site. FireFly makes no guarantee of uptime or website accessibility.

4. Limitations

In no event shall FireFly, its parent companies or organizations, its sibling companies or organizations, its suppliers or affiliates be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on FireFly's Internet site, online tools and services, or mobile applications, even if FireFly or a FireFly authorized representative has been notified orally or in writing of the possibility of such damage. You agree to waive civil remedy and be bound to arbitration. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Revisions, Updates, and Errata

- a) The materials appearing on FireFly's web site could include technical, typographical, mathematical, or photographic errors. FireFly does not warrant that any of the materials on its web site are accurate, complete, or current. FireFly may make changes to the materials contained on its web site at any time without notice. FireFly does not, however, make any commitment to update the materials.
- b) FireFly reserves that right to make changes, including but not limited to updates, revisions, software patches, and corrections at anytime with or without notice
- c) FireFly reserves the right to implement new versions of FireFly at any time with or without notice.

6. Links

FireFly has not reviewed all the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by FireFly of the site. Use of any such linked web site is at the user's own risk.

FireFly™ Terms and Conditions of Use

7. Payments, Prices and Refunds

FireFly reserves the right to update and or change prices for products, services, and or online fees at any time with or without notice. Payment for subscription services are due at the time of registration and each month afterward on the monthly anniversary of registration. Subscription services require enrollment in automated monthly payments. In the event that automated payment is declined, or the customer's account becomes delinquent, the customer's account may be suspended. To restore services, the customer must re-enroll in a new subscription plan and pay any past due amounts plus a fifty (\$50.00) dollar re-activation fee. Online fee charges are collected at the time of the transaction. All product services, monthly subscriptions, online fees, and all other charges are non-refundable. You the customer are solely responsible for any refunds to your customers or patrons for payments received by you, including any online fees charged by FireFly, from your customers using FireFly or third-party payment systems.

8. Terms of Use Modifications

FireFly may revise these terms of use at any time without notice. By using FireFly, as defined by this agreement, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

9. Consent to Use for Advertising and Promotion.

FireFly reserves the right to use customer branding, names, and customer provided testimonials for advertising, sales, and promotional purposes. This includes but is not limited to use on the FireFly website, videos, and printed materials.

10. Copyright & Trademark

FireFly™ is trademark protected and copyrighted. FireFly™ products, images, layout, website code, server-side code, and branding are sole property of FireFly™ and may not be used without express permission or in violation of the terms of use agreement.

11. Governing Law

Any claim relating to this Terms of Use Agreement shall be governed by the laws of the United States and the State of Texas without regard to its conflict of law provisions.