

TERMS AND CONDITIONS

Effective Date: January 25, 2021

Use of the website owned and operated by OJAS NYC, and their affiliates (collectively, “OJAS,” “we,” “us,” “our”) with home pages located at www.ojas.nyc, together with all products and services OJAS may offer from time to time via OJAS’s website and/or related social media sites and pages (for example, on Instagram, Twitter, and Facebook), or otherwise through your interactions with OJAS (the website, apps, products, services, and social media pages, collectively, the “Services”) are subject to the terms and conditions stated herein (“Terms and Conditions”).

By your use of the Services you agree to these Terms and Conditions, and you certify that you are 18 years old or older and are able and competent to give OJAS rights as detailed in these Terms and Conditions and to comply with these Terms and Conditions. The Services are not intended for individuals under the age of 18.

OJAS reserves the right to refuse service and/or prohibit or terminate access to the Services, in whole or in part, for any or no reason, at any time in its sole discretion, with or without notice to you. Further, your breach of these Terms and Conditions may jeopardize your continued use of the Services and may result in the cancellation of your orders, among other consequences.

THE USE OF ANY ROBOT, SPIDER, OR OTHER AUTOMATIC DEVICE OR SOFTWARE IN CONNECTION WITH THE SERVICES IS STRICTLY PROHIBITED. IN THE EVENT WE REASONABLY DETERMINE THAT ANY ORDER OR ATTEMPTED ORDER WAS MADE BY OR THROUGH USE OF ANY ROBOT OR OTHER AUTOMATIC DEVICE OR SOFTWARE, WE HAVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION, TO DENY OR CANCEL ANY SUCH ORDER, TO REFUSE TO ACCEPT ANY RETURNS OR OFFER REFUNDS, AND/OR TO CHARGE RESTOCKING FEES.

BY USING THE SERVICES, YOU AGREE TO ARBITRATE DISPUTES AGAINST OJAS IN YOUR INDIVIDUAL CAPACITY IN ACCORDANCE WITH THE “Arbitration; Class Action Waiver; Jury Trial Waiver; Enforcement of Terms and Conditions; Governing Law” SECTION BELOW AND YOU ARE WAIVING YOUR RIGHT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Modifications to These Terms and Conditions

OJAS reserves the right, at any time and without notice, to add to, change, update, or modify these Terms and Conditions simply by posting such addition, change, update, or modification on the Services. Any such change, update, or modification will be effective immediately upon posting on the Services. We suggest that you check these Terms and Conditions periodically for changes.

Your Privacy

To understand how we collect, use and safeguard the information you may provide to us via the Services, including personal information, please review OJAS’s PRIVACY POLICY.

Your Account

If you create an account on the Services, you are responsible for maintaining the confidentiality of your account information and password, and for protecting and restricting access to such information. You

understand and agree that you are responsible for all activities that occur using your account or password, whether or not you authorized such activity. OJAS reserves the right, in its sole discretion and without notice to you, to terminate your account and/or to restrict access to all or part of the Services for any reason, including, without limitation, for extended periods of inactivity.

Product Descriptions

OJAS endeavors to be accurate when describing and displaying products on the Services. However, items may occasionally be mispriced, described inaccurately, or unavailable (for example, due to delays with respect to updating the Services or our advertising on other websites). Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only, and fit and sizing may vary between brands, products, and even the same or similar products. The particular technical specifications and settings of your computer and its display could affect the accuracy of its display of the colors of products offered on the Services. As a result, and as set forth in the “Disclaimers” section below, OJAS does not and cannot guarantee the accuracy, reliability, currency or completeness of the information on the Services, including prices, product images, descriptions, specifications, and indications of availability. OJAS reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Pricing and Payment

The price for all goods will be as quoted on the Services. The prices displayed on the Services are quoted in U.S. dollars. Prices and availability information are subject to change without notice. Prices do not include sales tax (and for international sales value added tax, customs and duties), where applicable, or delivery costs, both of which you agree to pay upon ordering.

Order Processing

All orders placed by you are subject to acceptance by OJAS and all items are subject to availability. Order processing currently takes between 24 to 48 hours (not including weekends or holidays).

Acknowledgement of your order means that OJAS has received your order request; it does not mean that your order has been accepted or shipped, or that the price or availability of an item has been confirmed. OJAS may in its discretion require additional verification or information before accepting any order.

OJAS reserves the right, without prior notice and in its sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include, but are not limited to: invalid, incomplete, improper, or missing payment or shipping information; limitations on quantities available for purchase; inaccuracies or errors in product or pricing information; use of any robot, spider or other automatic device, software, process or application to place, or take preparatory steps to place, one or more orders; violation of these Terms and Conditions; or actual or suspected fraud or abuse.

Risk of Loss

All purchases through the Services are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon OJAS’s delivery of such items to the shipping carrier. Except as expressly set forth in these Terms and Conditions, you are responsible for filing any claims with the applicable carrier for damaged and/or lost shipments.

Shipping and Returns/Exchanges

Shipping. Once an order is placed it cannot be canceled. Orders may be returned or exchanges only as specified in Return/Exchange Policy.

To protect our customers, OJAS is unable to modify the shipping address of a package to alter its delivery, and OJAS will only ship to the address provided at checkout, which must match the billing address.

Due to our Fraud Protection Policy, all online orders are required to have identical billing and shipping addresses. To minimize any fraudulent transactions, any orders with different shipping and billing addresses will not be processed.

We are unable to combine shipping on multiple orders.

International

Delivery options for international orders are displayed at check-out. However, please note that OJAS will not calculate, invoice, or collect any taxes, duties, import fees, or related amounts or charges (“Duties”) other than shipping costs at checkout. You are responsible for paying applicable Duties. OJAS is not responsible for, and will not reimburse, any Duties or costs (including costs of return shipping) resulting from your refusal or failure to pay Duties.

Return/Exchange Policy

For your convenience, OJAS offers our customers the option to return certain products within 7 days of shipment receipt. Certain products are non-returnable (including, but not limited to, sale items, limited editions, and pre-order items. **IN ADDITION, IF WE REASONABLY DETERMINE THAT A PURCHASED PRODUCT THAT MIGHT OTHERWISE BE ELIGIBLE FOR RETURN WAS ORDERED THROUGH THE USE OF A ROBOT OR OTHER AUTOMATIC DEVICE OR SOFTWARE, WE RESERVE THE RIGHT, IN OUR SOLE AND ABSOLUTE DISCRETION, TO REFUSE ANY SUCH RETURN, TO REFUSE TO OFFER ANY REFUND, AND/OR TO CHARGE A RESTOCKING FEE.**

For all accepted returns, the packaging must be intact and the product must be unused with all tags attached. PLEASE NOTE THAT RETURNS OR EXCHANGES WITHOUT PROPER DOCUMENTATION, PACKAGING, AND/OR MATERIALS CANNOT BE ACCOMMODATED. OJAS reserves the right to charge a restocking fee for returns in violation of these Terms and Conditions, including items returned damaged or missing packaging or documentation, or for items that we reasonably determine were ordered through use of a robot or other automatic device or software. Any OJAS product that is delivered defective may be sent back to our store for a full refund or replacement if the product is available.

License for Personal Use

Subject to these Terms and Conditions, you are hereby granted a personal, non-exclusive, revocable, non-transferrable license to use the Services and view the content, functionality, software, information, data, products, and materials contained, described, referenced, or available on the Services (collectively, “Materials”) for your personal and non-commercial purposes. Neither title nor intellectual property rights are transferred to you, but remain with OJAS, who, along with its licensors, is the exclusive owner of all rights, title and interest therein. Except as otherwise expressly provided, all rights are reserved to OJAS.

In connection with this license, you may not modify or alter the Materials in any way, nor delete, obscure, or change any copyright, trademark, or other intellectual property notice therein. Linking to other content within the Services is prohibited without OJAS's prior express written consent. This limited license expressly prohibits the framing of OJAS content in any way or any other activity that may confuse, misdirect, or misrepresent with respect to sponsorship or affiliation.

Restrictions on Use

You agree that you shall not:

- (a) Copy, reproduce, modify, use, republish, upload, post, transmit, sell, resell, license, rent, lease, lend, otherwise distribute or commercially exploit in any way, decompile, reverse engineer, disassemble, otherwise attempt to derive source code from, or modify or create derivative works based on, the Services or any Materials obtained from or through the Services;
- (b) "Frame" or use the Services or any Materials in any way that might confuse, misdirect, or misrepresent their source, or sponsorship or affiliation thereof or therewith;
- (c) Use any robot, spider or other automatic device, manual process or application or data mining or extraction tool to access, monitor, copy or use the Services or any Materials, interfere with product inventory or availability, or place or take preparatory steps to place orders for products, goods, or services;
- (d) Take any action that imposes an unreasonable or disproportionately large load on the Services;
- (e) Take any action in connection with your use of Services or Materials which violates any applicable local, state, national or international law, rule, regulation or order of any court in conjunction with your use thereof; or
- (f) otherwise use the Services for any unlawful or abusive purposes, including, but not limited to, the violation of any intellectual property rights (whether belonging to OJAS or third parties) and the posting or distribution of any "harmful" or "malicious" code or programming devices (e.g., viruses, malware, ransomware, corrupted files, key locks, back doors, trap doors, timers or other disabling devices) or any other similar software or programs that may adversely affect the operation of the Services or any other software, hardware, network or other technology (collectively, "Malicious Code").

Proprietary Materials

All Services and Materials, any improvements or modifications to such Services and Materials, any derivative works based thereon, and the collection, arrangement and assembly of all such Services and Materials, are, except as otherwise expressly stated herein, owned exclusively by OJAS or its licensors, and OJAS (and, as applicable, its licensors) reserve all rights therein. The contents of the Services and Materials are protected by United States and worldwide copyright and intellectual property laws and treaty provisions. The trademarks, service marks, trade names, logos, and other identifiers used in or in connection with the Services and Materials are the proprietary service marks or trademarks of OJAS, its licensors, or third parties, and are protected in the United States and internationally. No copying, modification or use of any of these marks or identifiers may be made without the prior, written authorization of OJAS or its licensors (as applicable). Except as expressly set forth above, nothing in this Agreement shall be deemed to grant to you or any other individual or entity any license or right in or to any copyright, trademark, trade secret or other proprietary right, whether owned by OJAS, its licensors, or any other person.

Disclaimers

THE SERVICES AND ALL MATERIALS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (a) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR TITLE; (b) ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY, RELIABILITY, OPERATION, USE, OR PERFORMANCE OF THE SERVICES OR MATERIALS; (c) ANY WARRANTY THAT DEFECTS WILL BE CORRECTED OR THAT THE SERVICES, MATERIALS, AND/OR THE SERVER(S) AND CONNECTIONS THAT MAKE THEM AVAILABLE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS OR MALICIOUS CODE; AND (d) ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

IN ADDITION, OJAS CANNOT AND DOES NOT REPRESENT, GUARANTEE OR WARRANT THAT THE MATERIALS ACCESSIBLE ON OR VIA THE SERVICES ARE ACCURATE, CORRECT, COMPLETE, RELIABLE, OR CURRENT, AND OJAS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN, OR ANY CONSEQUENCES RESULTING FROM YOUR RELIANCE ON SUCH INFORMATION.

Limitations of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER OJAS, ITS PARTNERS, NOR ANY OF ITS OR THEIR THIRD PARTY PROVIDERS OR LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, AND CONSEQUENTIAL DAMAGES, EVEN IF OJAS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE SERVICES, OR ANY MATERIALS, PAGES, OR CONTENT ACCESSIBLE VIA THE SERVICES, NOR WILL OJAS, ITS PARTNERS, OR ANY OF ITS OR THEIR THIRD PARTY PROVIDERS OR LICENSORS BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THEIR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO OUR RECORDS, MATERIALS, OR SERVICES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OJAS'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, COMBINED WITH THAT OF OJAS'S PARTNERS AND ITS AND THEIR THIRD-PARTY PROVIDERS AND LICENSORS, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS YOU PAID TO US UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY WITH RESPECT TO ANY LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold OJAS, its partners, its licensors, and its and their affiliates, members, officers, directors, managers, partners, employees, consultants, temporary resources, agents, suppliers, providers, contractors, subcontractors, licensors, successors,

transferees, and assignees harmless from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees, disbursements and court costs, including any incurred in enforcement of this indemnification provision) arising from or in connection with (a) your use of the Services, or any Materials, content, information, or services contained, displayed, available or accessible on or from the Services; (b) your violation of these Terms and Conditions; (c) any Submission (as defined below) provided by you to OJAS; or (d) your violation of any rights of any third party.

Third-Party Links

The Services may provide links or references to third party websites, mobile applications, services, or materials which are not provided by, related to, or maintained by OJAS. OJAS has no responsibility for the content thereof, regardless of whether the link is provided by OJAS or a third party, and OJAS shall not be responsible or liable for any damages or injury arising from your access to or use of that content. You should review any Terms and Conditions and Privacy Policies or Statements (and similar documents) associated with such third-party websites, applications, services, or materials before use.

The display of any link shall not and does not constitute or imply endorsement by OJAS or its partners or its and their licensors of the linked website or any content therein. No judgment or warranty is made with respect to the accuracy, timeliness, or suitability of the content of any website to which the Services may link, including information on such other website regarding OJAS or its partners.

Submissions

While OJAS appreciates your comments and is happy to answer your questions about our products, our services, and our company, we generally do not accept ideas, know-how, inventions or suggestions for products and services ("Submissions"). This is for your protection and for ours, and to avoid misunderstanding about the origin of Submissions between you and OJAS.

Please note that any Submissions, remarks, graphics, or other information provided by you by any means, including through the Services, email, a "Contact Us" form, any chat functionality on the Services, or otherwise, is and will be non-confidential and non-proprietary, except to the extent that such contains or constitutes personal information, which is subject to the guidelines established in our PRIVACY POLICY.

Arbitration; Class Action Waiver; Jury Trial Waiver; Enforcement of Terms and Conditions; Governing Law

You acknowledge and agree that the terms contained in this Terms and Conditions are reasonable and necessary, and that your actual or threatened breach of this Terms and Conditions would give rise to irreparable harm to OJAS for which monetary damages would not constitute an adequate remedy and, in addition to any and all other rights that may be available in respect of such breach or threatened breach, will entitle OJAS to immediate injunctive and other equitable relief without any requirement to post bond.

These Terms and Conditions are governed and interpreted pursuant to the laws of the State of New York, United States of America, notwithstanding any principles of conflicts of law. OJAS makes no representation that Materials provided through the Services are applicable or appropriate for use in all locations. If you use the Services from other locations you are responsible for compliance with applicable local laws. If you take legal action relating to these Terms and Conditions or your interactions with or relationship to OJAS that is not subject to arbitration as provided below, you agree to file such action only in the state and federal

courts located in New York County, New York and waive any objection you may have to the venue or forum.

Any controversy or claim between you and OJAS arising out of or relating to these Terms and Conditions, or breach thereof, including disputes with respect to whether the subject matter of any controversy or claim is within the scope of the Terms and Conditions, will be resolved by binding arbitration in New York County, New York under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and administered by the AAA. The parties explicitly disclaim any applicability of the U.N. Convention on Contracts for the International Sale of Goods to these Terms and Conditions. All arbitration proceedings will be conducted in English. Such arbitration will have one (1) neutral arbitrator if the amount in controversy is less than one million dollars (\$1,000,000) or otherwise before a panel of three (3) neutral arbitrators. Each of the arbitrators must be i) a lawyer licensed to practice law in the United States with a minimum of fifteen (15) years of legal practice or senior level business experience or a retired judge with a minimum of five (5) years of service on the bench, ii) an individual with at least five (5) years of experience as an arbitrator, and iii) on the roster of neutrals of the AAA or similar nationally recognized ADR organization. If the arbitration proceedings shall be conducted before a panel of three neutral arbitrators, the panel shall be selected using the following process: Within fifteen (15) days after the commencement of arbitration, OJAS and you shall each select one person meeting the specified qualifications to act as neutral arbitrator, and the two thus selected shall select a third neutral arbitrator meeting the specified qualifications within fifteen (15) days of their appointment. The third neutral arbitrator shall act as the chair of the arbitration panel. If the arbitrators selected by OJAS and you are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA.

Neither you nor OJAS will participate in a class action or class-wide arbitration for any claims covered by these Terms and Conditions. Any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, CLAIM OR PROCEEDING BROUGHT TO ENFORCE, DEFEND OR INTERPRET ANY RIGHTS OR REMEDIES ARISING HEREUNDER, RELATING TO OR IN CONNECTION WITH THESE TERMS AND CONDITIONS.

If any part of these Terms and Conditions is found to be unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions.

Assignment

You may not assign or otherwise transfer these Terms and Conditions or any rights or obligations hereunder, in whole or in part, and any such assignment in violation of this Agreement shall be null and void. The failure of OJAS to exercise or enforce any right or provision set forth herein shall not constitute a waiver of such right or provision. These Terms and Conditions set forth the entire understanding between you and OJAS with respect to the subject matter hereof and supersede any prior or contemporaneous communications, representations, or agreements, whether oral or written, between you and OJAS with respect to such subject matter.

Amendments and Modifications to the Services

OJAS reserves the right to make changes to the information, data, and Materials provided on the Services at any time without notice. OJAS also reserves the right to modify or discontinue the some or all of the Services, or any Materials contained or accessible thereon, at any time without prior notice. OJAS shall in

no way be held liable for any consequence which results from OJAS's decision to modify or discontinue providing the Services or any content or functionality thereof.

Miscellaneous

OJAS expressly reserves the right to monitor any and all use of the Services. OJAS also reserves the right to investigate and take legal action against any against any illegal and/or unauthorized use of the Services and/or Materials. OJAS's decision not to pursue legal action for any violation of this Agreement shall not be construed as a waiver of any provision of this Agreement or any of OJAS's legal rights.

These Terms and Conditions constitute the entire agreement between you and OJAS with respect to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and representations, whether written, oral, or otherwise.

Contact Information

Questions regarding these Terms and Conditions should be directed to:
Attn: Customer Service: ojas@canary---yellow.com

PRIVACY POLICY

Effective Date: January 25, 2021

This Privacy Policy (the “Privacy Policy”) applies to our website available at www.ojas.nyc and (collectively, the “website” or “site”) operated by OJAS, LLC (“OJAS,” “Company” “we,” “our”, or “us”), as well as to the services available via the website and otherwise (including online and offline third-party services) and information available on the website (collectively, the “Services”). This Privacy Policy describes how we collect, use, and disclose information, governs how we treat this information, and lets any visitor to the website (collectively, "you," and/or “your”) know your associated rights. Please read this Privacy Policy carefully; once you consent to this Privacy Policy and its terms, it creates legal obligations on you and on OJAS.

Our Website contains links to other websites for your convenience and reference. We are not responsible for the privacy practices or the content of those sites.

WHAT PERSONAL INFORMATION DO WE COLLECT FROM THE PEOPLE THAT VISIT OUR BLOG, WEBSITE OR APP?

When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, mailing address, phone number, credit card information or other details to help you with your experience. This information consists of the following:

Personally Identifiable Information. We collect certain information that identifies you as an individual (collectively, “Personally Identifiable Information”). The Personally Identifiable Information we collect may include the following:

- Your name;
- Your phone number;
- Your email address;
- Your name (and/or company name, as applicable);
- Your shipping and billing address;
- Device identifiers, such as cookies and IP addresses;
- Device information, such as hardware and software settings;
- IP addresses and log information, such as your device’s name, the type and version of your web browser, and referrer addresses that can function to identify a user device; and
- Tracking information that we, or a third party, may collect.

Anonymous Information. Our website also collects, processes, and/or uses information that does not identify You or Your devices, including Personally Identifiable Information that has been made anonymous by: (i) removing identifying fields and aggregating the information with other information so that individual subjects of the information cannot be re-identified, or (ii) anonymizing the information with techniques that remove or modify the identifying data so as to prevent re-identification of the anonymized information (collectively, “Anonymous Information”). Information that meets these criteria might include, for example, demographic information, statistical information (e.g., page views and hit counts), and general tracking information.

Treatment of Combined Information. If we combine Non-Personally Identifiable Information or Anonymous Information with Personally Identifiable Information, we treat the resulting combination as Personally Identifiable Information.

WHEN DO WE COLLECT INFORMATION?

We collect information from you when you register on our site, place an order, subscribe to a newsletter, fill out a form, Use Live Chat or enter information on our site. We collect the above information through the following means and technologies:

Contacting our Company. You can contact us with questions or comments – for example, you can contact us to learn more about our products and services. In order to communicate with us, you must provide certain Personally Identifiable Information.

Information Provided to Third Parties. As explained further in “How We Share Your Information – Our Service Providers,” we may engage third parties to perform certain services for us or on our behalf, including but not limited to verification, payment processing, shipping, customer service, etc. Any communication by you on the website may be managed by such third parties, and we may obtain those communications by the applicable service provider your information that you provide.

Newsletters. We may offer newsletters and other content about our Company, our services and products, and other issues that we believe may be of interest to You. We will use Your Personally Identifiable Information to provide You with this content. You can opt-out of receiving this content, by following the instructions set out in *Your Right to Opt-Out; Right of Access; Object to Processing; Deleting Information.*

Device Identifiers; Logs; IP Addresses. To determine whether your device is supported by the Website and Services, we may collect certain information about your device and network, including your IP address, your operating system and browser, your device model, information about your use of the website or Services, as well as the presence of any software that the website or Services may require to operate with your device, or other third party software or mobile apps on your device. We automatically receive and record this information in log files, and this is generally Non-Personally Identifiable Information.

Cookies. A cookie is a small amount of data that is sent to your browser from a website’s computers and stored on your computer’s hard drive. Cookies can be used to provide you with a tailored user experience and to make it easier for you to use a website upon a future visit. We may include cookies on the website and use them to recognize you when you return to the website. You may choose not to accept cookies. Important: Any adjustments you may make to the settings in your browser software concerning the acceptance or refusal of cookies may modify your browsing on the Internet and your terms of access to certain services requiring use of these cookies. For example,

by refusing certain essential cookies, you may no longer be able to place orders on our website. If you choose to refuse the registration of cookies on your terminal or if you delete cookies that are already registered, we decline all responsibility for any consequences relating to the degraded performance of our services resulting from the fact we are unable to register or consult the cookies required for their performance and which you have refused or deleted.

Beacons and Tags. The Website may use certain data collection technologies that rely on (i) beacons; (ii) pixel tags and object hyperlinking tags; and (iii) other means to link an object to an Internet address, a remote software application, a remote database, or other remote means of receiving or processing information. We may use these technologies to tell us what parts of the website have been visited or to measure the effectiveness of searches that users perform on the website. These technologies also enable us to send email messages in a format users can efficiently read, to learn whether these email messages have been opened, and to help ensure, for example, that our messages are of interest to our users. These technologies provide us with Anonymous Information, Non-Personally Identifiable Information and, in certain instances, Personally Identifiable Information.

Click-Throughs. We may send email messages or display links that use a “click-through URL” linked to the website or to another resource. When you click one of these URLs, You pass through our web server before arriving at the destination website page or other resource. Click-throughs may use and collect Anonymous Information and Non-Personally Identifiable Information. We may track this click-through data to help determine interest in particular topics and measure the effectiveness of our user communications.

Links to Third-Party Sites. The Website may also contain links or produce search results that reference links to third party websites (collectively “Linked Sites”), such as those to visit our pages on social media websites. Our Company has no control over these Linked Sites or their content and does not assume responsibility or liability for any content, opinions, material available on Linked Sites, or such Linked Sites’ privacy practices with respect to information that you provide to the Linked Sites. Our Company does not endorse the content of any Linked Site, nor does our Company warrant that a Linked Site will be free of computer viruses or other harmful code that can impact your computer or other web-access device. By using the website to search for or link to another site, you agree and understand that such use is at your own risk. For example, if you submit Personally Identifiable Information to a Linked Site, then the information that you submit shall be governed by the Linked Site’s privacy policy and/or terms of use, and not by our Company’s Privacy Policy, and TERMS AND CONDITIONS.

Other Technologies and Data Sources. We may combine Personally Identifiable Information that you provide to us with other data, including demographic information (such as age, job industry, or job title) for purposes of responding to your inquiries, and for other purposes specified in this Privacy Policy. If information we combine in this manner includes your Personally Identifiable Information, we will treat the combined information as your Personally Identifiable Information for all purposes under this Privacy Policy.

Biometric Data. The website does collect biometric data, including the use of email addresses in combination with a password or security question answer. In addition our service providers may collect such data as described in “**HOW WE SHARE YOUR INFORMATION?**.” If you submit Personally Identifiable Information (including biometric data) to one of our service providers, the information you submit shall be governed by the service provider’s privacy policy and terms of use, and not by our Privacy Policy, and TERMS AND CONDITIONS.

HOW DO WE USE YOUR INFORMATION?

We use the information we collect or process, including Anonymous Information, Non-Personally Identifiable Information, and Personally Identifiable Information, as permitted under applicable law, including where the use is based on (i) the consent you provide to us at the point of collection; (ii) performance of our agreement to provide you with the Services; (iii) compliance with our legal obligations; and/or (iv) our Legitimate Interests (“Legitimate Interests”), as well as a third party’s Legitimate Interests. More specifically, we use the information we collect for some or all of the following:

Our Uses of the Information	Bases for Our Use
To provide you with the Services You request and, specifically, to allow us to send You email with information	<ul style="list-style-type: none"> • Performance and management of our agreement with you
To conduct fraud monitoring, prevention, and detection activities	<ul style="list-style-type: none"> • Our Legitimate Interests
To respond to your inquiries	<ul style="list-style-type: none"> • Performance and management of our agreement with you • Our Legitimate Interests
To customize your visit to and use of the website and Services.	<ul style="list-style-type: none"> • Our Legitimate Interests
To determine which of our products, services, and content (including, if applicable, our newsletter) might interest you and, upon making this determination, to provide you with the associated information.	<ul style="list-style-type: none"> • Your consent • Our Legitimate Interests
To track access to and use of the website and Services, and conduct data and other analyses, including anonymization and aggregation of Personally Identifiable Information	<ul style="list-style-type: none"> • Our Legitimate Interests
To perform internal administration, auditing, operation, and troubleshooting for the website and Services	<ul style="list-style-type: none"> • Our Legitimate Interests
To engage in the activities specified in “How We Share Your Information”	<ul style="list-style-type: none"> • Our Legitimate Interests • Compliance with our legal obligations • Performance and management of our agreement with you

Our Uses of the Information	Bases for Our Use
To evaluate and improve the Website, Services, and our communications, and to develop and test new services and content	<ul style="list-style-type: none"> • Our Legitimate Interests
To comply with Applicable Law	<ul style="list-style-type: none"> • Compliance with our legal obligations

Note that when determining the bases for our use of your information, we rely on what we consider to be the most appropriate basis, even if there are multiple bases available in connection with our use. The retention of your data varies based on use. If you would like to see our full retention policy, please email us at ojas@canary---yellow.com.

HOW WE SHARE YOUR INFORMATION?

We value your privacy. We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless we provide users with advance notice. This does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or serving our users, so long as those parties agree to keep this information confidential. We may also release information when it's release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property or safety. We share as follows:

Our Service Providers (“Service Providers”). We engage third parties to perform functions on our behalf, and these may include functions such as maintaining the Website, collecting information, responding to and sending email or other messages, payment processing, and other functions useful to our business. In this capacity, we may provide service providers with Personally Identifiable Information, Non-Personally Identifiable Information, and Anonymous Information as applicable. The following are examples:

- We may use service providers to provide customer service (where applicable) or marketing support, such as to process and distribute email. These service providers generally require access to your Personally Identifiable Information in order to perform these services.
- We may use analytics service providers to assist us in understanding and using Non-Personally Identifiable Information and other information that we collect via the website. A service we use in this regard is Google Analytics, and information concerning how Google uses the information is available at <https://policies.google.com/privacy/partners>, and opt-out options specific to Google Analytics are available at <https://tools.google.com/dlpage/gaoptout>.
- Google's advertising requirements can be summed up by Google's Advertising Principles. They are put in place to provide a positive experience for users. <https://support.google.com/adwordspolicy/answer/1316548?hl=en>

Google, as a third-party vendor, uses cookies to serve ads on our site. Google's use of the DART cookie enables it to serve ads to our users based on previous visits to our site and other sites on the internet. Users may opt-out of the use of the DART cookie by visiting the Google Ad and Content Network privacy policy.

- We, along with third-party vendors such as Google use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-

party identifiers together to compile data regarding user interactions with ad impressions and other ad service functions as they relate to our website.

- Our website includes links to third party websites and other API's offering services that augment those services offered on our website.
- We may use service providers to anonymize and aggregate Personally Identifiable Information in order to generate anonymous information.
- **We may engage service providers to analyze the interests and attributes of our users and, using techniques based on Anonymous Information and Non-Personally Identifiable Information, identify others who might share those interests and attributes. We then use this information to reach out to relevant market segments to provide them information concerning the Website or Services.**

If you would like to see our full list of our service providers and their respective data and privacy policies, please make a request at ojas@canary---yellow.com.

Questions of Harm; Legal Process. We may disclose your Personally Identifiable Information and Non-Personally Identifiable Information to third parties, including law enforcement agencies, attorneys, and private investigator organizations, where it is necessary, or where we have a good faith belief that it is necessary:

- To comply with legal process;
- To protect and defend our rights and property, including the website and associated content;
- To protect against misuse or unauthorized use of the website or Services;
- To protect the personal safety or property of website users or the public, including your personal safety or property (it being understood that we assume no duty to provide, or monitor the need for, such protections); and
- To cooperate with public and government authorities including, where required, authorities outside your jurisdiction.

While you are not able to opt out of this use of information, we will take reasonable steps to limit such use, and disclose only the information we reasonably believe is necessary for the above purposes. If we receive legal process calling for the disclosure of your Personally Identifiable Information, we will attempt to notify you within a reasonable amount of time, unless such notification is not permitted.

Transfer of the Website. We shall be entitled to transfer information that we collect (including Personally Identifiable Information) to a third party in connection with a reorganization, merger, sale, joint venture, assignment, transfer, or other disposition (including a disposition in connection with a bankruptcy or similar proceedings) of all or substantially all assets or stock of the business unit or division responsible for the information under this Privacy Policy; provided the acquiring third party has agreed to safeguard your Personally Identifiable Information with protections that are compatible with those set out in this Privacy Policy.

Our Affiliates. We may choose to rely on and share the information we collect with our affiliates. By “affiliate” we mean an entity that is closely related to us, such as an entity that controls, is controlled by, or is under common control with, OJAS, our affiliates will be bound by the terms of this Privacy Policy.

HOW DO WE PROTECT YOUR INFORMATION?

We recognize the sensitivity of our users’ Personally Identifiable Information and we have put in place security systems designed to prevent unauthorized access to or disclosure of this information. Our security systems include physical, technical, and administrative information security controls, and we take commercially reasonable steps to secure and safeguard such Personally Identifiable Information in accordance with applicable law. To that end, your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology. We use regular Malware Scanning. We implement a variety of security measures when a user places an order enters, submits, or accesses their information to maintain the safety of your personal information. All transactions are processed through a gateway provider and are not stored or processed on our servers.

Our Retention of Data. We retain Personally Identifiable Information for the period of time necessary to fulfill the purposes for which we obtained the Personally Identifiable Information and consistent with applicable law. We use the following criteria to set our retention periods: (i) the duration of our relationship with you; (ii) the existence of a legal obligation as to the retention period; and (iii) the advisability of retaining the information in light of our legal position (for example, in light of applicable statutes of limitations, litigation, or regulatory investigations).

Accuracy and Minimization of Data. We take reasonable steps (i) to maintain the accuracy of the Personally Identifiable Information we process, and (ii) to limit the Personally Identifiable Information that we process to that which is reasonably necessary for the purposes for which we obtained the information.

Accessing and Updating Your Information. If you would like to review, correct, or update the Personally Identifiable Information that you have provided to us, or if you would like to request an electronic copy of this Personally Identifiable Information for purposes of transmitting it to another company (to the extent applicable law provides you with this right to data portability) you may make such requests by contacting us at ojas@canary---yellow.com.

Your Right to Opt-Out; Right of Access; Object to Processing; Deleting Information.

Unsubscribing to Email. If you no longer wish to receive email messages from us, you can opt out of this Service by either (i) following the “unsubscribe” instructions located near the bottom of each email message; or (ii) contacting us at ojas@canary---yellow.com.

Right of Access. Subject to certain exceptions, you have the right to have access to and/or correct any personal information our company holds about your personal data. If you wish to make a Subject Access Request (“SAR”), please complete the following SAR Form.

Deleting Information. If you request, we will take reasonable steps to remove your name and email address from our databases, within the time frames (if any) set out in Applicable Law. Please understand, however, that if you request the deletion of your information, you will no longer be able to receive certain Services. In addition, it may be impractical (or essentially impossible) to remove the requested information completely, due to requirements promulgated by Applicable Law, and/or data backups and records of deletions. As such, certain Personally Identifiable Information may remain in our databases following the deletion of your account; we will continue to treat the remaining information (if any) in accordance with this Privacy Policy and Applicable Law.

Objections. If you object to our processing of your Personally Identifiable Information, and a request for us to delete this information is not, in your view, sufficient, please contact us as provided in Contact Us.

Anonymous Information. We will not delete Anonymous Information from our database, and nothing in this Privacy Policy restricts our use of Anonymous Information.

Your “Right to be Forgotten.” If you are protected by the GDPR with respect to our use of your information, upon proper request, we may take the steps set out in the GDPR to erase your Personally Identifiable Information, including information that may be publicly available via the website. Notwithstanding the above, the Services are not intended for European Union (EU) residents. If you provide us with personal information, you understand that your information may be stored in the United States and other countries that may not or do not provide the same level of protection as the EU. By using and accessing our Services, users who reside or are located in countries outside of the United States agree and consent to the transfer and processing of personal information on servers located outside of the country where they reside, and acknowledge that the protection of such information may be different than required under the laws of their residence or location.

Do not Track. We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

Advisory Regarding Participation by Children and Teens. Under U.S. Federal Law (as reflected in the Children’s Online Privacy Protection Act), **WE DO NOT COLLECT OR STORE ANY PERSONALLY IDENTIFIABLE INFORMATION FROM INDIVIDUALS THAT WE KNOW ARE UNDER THE AGE OF 13.** If You wish to receive further information concerning privacy policies in general, and concerning online social networking and safety, you should visit the following website: <http://www.ftc.gov/privacy/index.html>.

Fair Information Practices. The Fair Information Practices Principles form the backbone of privacy law in the United States and the concepts they include have played a significant role in the development of data protection laws around the globe. Understanding the Fair Information Practice Principles and how they should be implemented is critical to comply with the various privacy laws that protect personal information.

In order to be in line with Fair Information Practices we will take the following responsive action, should a data breach occur:

We will notify you via email:

- Within 7 business days

We will notify the users via in-site notification:

- Within 7 business days

We also agree to the Individual Redress Principle which requires that individuals have the right to legally pursue enforceable rights against data collectors and processors who fail to adhere to the law. This principle requires not only that individuals have enforceable rights against data users, but also that individuals have recourse to courts or government agencies to investigate and/or prosecute non-compliance by data processors.

CAN SPAM Act. The CAN-SPAM Act is a law that sets the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and spells out tough penalties for violations.

We collect your email address in order to:

- Send information, respond to inquiries, and/or other requests or questions
- Process orders and to send information and updates pertaining to orders.
- Send you additional information related to your product and/or service
- Market to our mailing list or continue to send emails to our clients after the original transaction has occurred.

To be in accordance with CAN-SPAM, we agree to the following:

- Not use false or misleading subjects or email addresses.
- Identify the message as an advertisement in some reasonable way.
- Include the physical address of our business or site headquarters.
- Monitor third-party email marketing services for compliance, if one is used.
- Honor opt-out/unsubscribe requests quickly.
- Allow users to unsubscribe by using the link at the bottom of each email.

If at any time you would like to unsubscribe from receiving future emails, you can email us at the address listed at the bottom of each email and we will promptly remove you from all correspondence.

CALIFORNIA PRIVACY RIGHTS

Shine the Light. California Civil Code Section 1798.83, also known as the “Shine the Light” law requires certain businesses to respond to requests from California users who ask about business practices related to disclosing Personally Identifiable Information to third parties for direct marketing purposes. The Shine the Light law further requires us to allow California residents to opt out of certain disclosures of Personally Identifiable Information to third parties for their direct marketing purposes. If you are a California resident and would like a copy of such notice, please submit a written request to at ojas@canary---yellow.com.

California Consumer Privacy Act Privacy Policy. This section only applies to customers who are residents of California under the California Consumer Privacy Act of 2018 (“CCPA”) and other California privacy laws (together “California Laws”). Defined terms as used herein shall have the same meaning as defined terms in the CCPA.

Personal Information We Collect. We collect information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household (“Personal Information”). The CCPA sets forth certain categories of information under Cal. Civil Code §1798.140 (o)(1) and we have listed all of those categories below. For each category, we have provided information as to whether or not we have collected Personal Information under those categories within the last twelve (12) months:

Identifiers. We collect Personal Information of Users of our website, which fall within the category of Identifiers and which include Personal Information such as: A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, or other similar identifiers.

Personal information categories listed in Cal. Civ. Code § 1798.80(e) (the California Customer Records Statute). We collect personal information such as account profiles, bank account number, credit card number, debit card number, or any other financial information, as provided by you.

Commercial Information. This includes information such as records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies. Included in this category is:

- Information we receive from you in your use of the website in order to use our Company’s Service.
- Information about Company’s Service including:
 - information about your use of Company’s Service (including account related information such as payment information, purchase history);
 - customer services information; and
 - customer relationship management and marketing information.

Biometric Information. We collect biometric information such as username in connection with a password as part of your account.

Internet or other electronic network activity information. We collect internet and other electronic network activity information such as browsing history, search history, interactions with our website, email applications, and advertisements.

Audio, electronic, visual, thermal, olfactory, or similar information. We do not collect sensory information such as audio, electronic, visual, thermal, olfactory or other similar Personal Information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household.

Professional or employment related information. We do not collect professional or employment related information with regard to job applications, employment records, professional association memberships and other job-related Personal Information.

Inferences drawn from other Personal Information. We collect information that may be considered a profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes.

Categories of Sources. We collect this personal information from the following categories of sources:

- Consumers (information received directly from you);
- Service providers;
- Affiliates not under the OJAS brand

Why We Collect, Use, and Share California Information. We use and disclose the personal information we collect for our commercial and business purposes, as further described in this Privacy Policy. These commercial and business purposes include, without limitation:

- Our commercial purposes, including marketing, advertising, and enabling commercial transactions.
- Our business purposes as identified in the CCPA, which include:
 - Auditing related to our interactions with you;
 - Legal compliance;
 - Detecting and protecting against security incidents, fraud, and illegal activity;
 - Debugging;
 - Performing services (for us or our service provider) such as account servicing, processing orders and payments, and analytics;
 - Internal research for technological improvement;
 - Internal operations;
 - Activities to maintain and improve our services; and
 - Other one-time uses.

California Residents' Privacy Rights and Choices. If you are consumer as defined in the CCPA, i.e., a resident of California as defined in Section 17014 of Title 18 of the California Code of Regulations, you have certain rights in relation to your Personal Information under the CCPA. Under the CCPA, you have the following rights:

Right to Request Information Collected and Shared for a Business Purpose. If we collect Personal Information about you that is disclosed for a business purpose, you have the right to request that we disclose to you:

- The categories of Personal Information that we have collected about you

- The categories of sources from which the Personal Information about you is collected.
- The business or commercial purpose for collecting or selling Personal Information.
- The categories of Personal Information we disclosed about you for a business purpose.

Right Not to Be Discriminated Against. you have the right to not be discriminated against by a business because you exercised any of the consumer's rights under the CCPA.

Right to Request Deletion. You have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions, as outlined below (Verification and Record-Keeping).

Right to Request Access and Data Portability. Upon receipt of a verifiable request from you to access your Personal Information we shall promptly take steps to disclose and deliver, free of charge to you, the Personal Information in accordance with Cal. Civil Code §1798.100 (d). The Personal Information may be delivered by mail or electronically, and if provided electronically, the information shall be in a portable and, to the extent technically feasible, in a readily useable format that allows you to transmit this information to another entity without hindrance. We may provide Personal Information to you, but we are not required to provide Personal Information to you more than twice in a 12-month period.

Verification and Record-keeping.

If you are a California resident, we will process your request to exercise your Rights in accordance with California Laws. When a request is made, we may first take steps to sufficiently verify your identity to protect your privacy and security. Once we confirm your identity and verify your consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service providers to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise our right to free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).

- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Otherwise use your Personal Information internally in a lawful manner that is compatible with the context in which you provided it.

A record concerning the requests may be maintained pursuant to our legal obligations. Further, we may charge a reasonable fee or refuse to act on a request if such request is excessive, repetitive or manifestly unfounded.

COMPLAINTS

OJAS wants your feedback. If you have any suggestions on how we can improve our Services or complaints you would like us to address, please contact us as set forth in Contact Us. If You are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs. Other states may provide similar avenues for lodging complaints. Please check with your state's consumer protection authority.

If you are protected by the GDPR with respect to our use of your information, you may lodge a complaint with a data protection authority for your country or region. A list of EU data protection authorities is available at http://ec.europa.eu/newsroom/article29/item-detail.cfm?item_id=612080.

DISPUTE RESOLUTION

This Privacy Policy shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

Any dispute, claim or controversy among the parties arising out of or relating to this Policy, except for any provisions relating to a consumer's rights under the CCPA shall be finally settled by arbitration in New York, New York in accordance with the Consumer Arbitration Rules of the American Arbitration Association then in effect and such resolution shall be final and binding upon the parties.

THE PARTIES AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF OR RELATING TO THIS POLICY. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS AND THAT THIS POLICY DOES NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. THE VALIDITY, EFFECT, AND ENFORCEABILITY OF THE FOREGOING WAIVER OF CLASS ACTION LAWSUIT AND CLASS-WIDE ARBITRATION, IF CHALLENGED, ARE TO BE DETERMINED SOLELY AND EXCLUSIVELY BY THE STATE COURTS LOCATED IN NEW YORK COUNTY, NEW YORK, OR, IF BROUGHT IN A FEDERAL DISTRICT COURT, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK.

The parties hereto hereby submit to the exclusive jurisdiction of the courts sitting in New York, New York and agree that venue is proper therein (and waive any objection to such venue) for the purpose of compelling arbitration and enforcing any arbitration award entered pursuant hereto.

Without waiving the right to appeal such decision, should any portion of this section be stricken from this Policy or deemed otherwise invalid or unenforceable, then this entire section (other than this sentence) shall be stricken from this agreement and inapplicable, and any and all disputes shall proceed in the state courts located in New York, New York, or, if brought in a federal district court, United States District Court for the Southern District of New York and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit.

MODIFICATIONS TO THIS PRIVACY POLICY

OJAS reserves the right to modify and change this Privacy Policy at any time for our business purposes and to comply with changes in applicable law. The new Privacy Policy will be posted here and have the date of the most recent change. Your access to or use of the website and/or Services following any changes to the Privacy Policy will constitute your acceptance of such changes. Please feel free to print out a copy of the Privacy Policy for your records.

CONTACT US

If there are any questions regarding this Privacy Policy, or any consumer with disabilities may request an alternative format by contacting us using the information below.

OJAS.NYC

ojas@canary---yellow.com

OJAS.COM ACCESSIBILITY STATEMENT

Updated: January 25, 2021

GENERAL

OJAS.NYC strives to ensure that its services are accessible to people with disabilities. OJAS.NYC has invested a significant amount of resources to help ensure that its website is made easier to use and more accessible for people with disabilities, with the strong belief that every person has the right to live with dignity, equality, comfort and independence. OJAS.NYC is taking measures to ensure that all of the pages on its website meet W3C WAI's most recent Web Content Accessibility Guidelines, Levels A and AA.

DISCLAIMER

OJAS.NYC continues its efforts to constantly improve the accessibility of its site and services in the belief that it is our collective moral obligation to allow seamless, accessible and unhindered use also for those of us with disabilities.

Despite our efforts to make all pages and content on OJAS.NYC fully accessible, this is a work in progress. To the extent any content is not fully accessible, this may be a result of OJAS.NYC not having found or identified the most appropriate technological solution. Under such circumstances, we will work diligently to remedy any inaccessibility.

HERE FOR YOU

If you are experiencing difficulty with any content on OJAS.NYC or require assistance with any part of our site, please contact us during normal business hours as detailed below and we will be happy to assist.

CONTACT US

If you wish to report an accessibility issue, have any questions or need assistance, please contact OJAS.NYC Customer Support as follows:

Email: ojas@canary---yellow.com