

USAGE AGREEMENT

This Agreement sets forth the terms and conditions which apply to your use of and access to the FudgiePuck.com web site and any and all content, data, information and materials contained therein and transactions completed thereon (the "Service"). BY USING THIS SITE, YOU AGREE TO THE TERMS OF THIS USAGE AGREEMENT JUST AS IF YOU HAD SIGNED THE USAGE AGREEMENT. If you do not agree to be bound by this Agreement, please discontinue your use of the Service.

Privacy

Please review our Privacy Policy, which also governs your visit to this Site, to understand our privacy.

Restriction on Use

By using this Service, you agree that you are over the age of 17, or, if you are 17 or under, you have obtained the consent of your parent to use the Service. This Service is owned and operated by Field Candy Company LLC and contains material which is derived in whole or in part from material supplied and owned by Field Candy Company LLC and other sources and is protected by copyright, trademark and other applicable laws. You may not modify, copy, reproduce, republish, upload, post, transmit, publicly display, prepare derivative works based on, or distribute in any way any material from this Service including code and software ("Material"). You may download Material from this Service for your personal, non-commercial use only, provided you keep intact all copyright and other proprietary notices. In the event that you download Material from the Service, such Material is licensed to you by Field Candy Company LLC or its licensors and neither Field Candy Company LLC nor their licensors, transfer title to any such Material to you.

Submissions

Field is pleased to hear from users and welcomes your comments regarding our products and Services. Unfortunately, Field's company policy does not allow it to accept or to consider creative ideas, suggestions, or materials other than those it has specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by Field and its agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback on our programs and Services, we must ask that you do not send any unsolicited original creative materials including, but not limited to, stories, ideas for programs, program segments or products ("Unsolicited Materials").

If, at our request, you send certain comments, ideas, notes or concepts or other materials, or, despite our request that you not send any Unsolicited Materials, you do so anyway, all submissions shall be deemed and shall remain, the property of Field.

Disclaimer of Warranties

FIELD WILL PROVIDE LINKS, POINTERS AND INTERNET SITES MAINTAINED BY THIRD PARTIES ("THIRD PARTY SITES") AND WILL FROM TIME TO TIME PROVIDE THIRD PARTY MATERIALS ON THIS SERVICE. FIELD DOES NOT OPERATE OR CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES ON THESE THIRD PARTY SITES. THE MATERIALS IN THIS SERVICE AND THE THIRD PARTY SITES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FIELD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FIELD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SERVICE, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FIELD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE

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Limitation of Liability

In no event shall Field or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential or other damages arising out of or in any way connected with the use of this Service or with the delay or inability to use this Service, or for any information, software, products and services obtained through this service, or otherwise arising out of the use of this Service, whether based on contract, tort, strict liability or otherwise, even if Field or any of its suppliers has been advised of the possibility of damages. You specifically acknowledge and agree that Field and its suppliers shall not be liable for any defamatory, offensive or illegal conduct of any user of this Service. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Indemnification

You agree to defend, indemnify and hold harmless Field and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or accruing from (a.) any material posted or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b.) any misrepresentation made by you in connection with your use of the Service; (c.) any non-compliance by you with the terms and conditions of this Agreement; and (d.) claims brought by persons or entities other than the parties to this Usage Agreement arising from or related to your access and use of the Service, including the information obtained through the Service.

Termination

This Agreement and the license rights granted hereunder shall remain in full force and effect unless terminated, suspended, or canceled for any of the following reasons: (a.) upon thirty (30) days written notice by any party of its intent to terminate this Agreement; (b.) immediately by Field for any unauthorized access or use by you, including, without limitation (1.) concurrent access of the Service with identical user identification numbers, (2.) permitting another person or entity to use your user identification number to access the Service, or (3.) any other access or use of the Service except as expressly provided in this Agreement; or (c.) immediately, if you violate the terms and conditions of this Agreement or the rules and regulations relating to the use of, or tamper with or alter any of the software and/or data files contained in, or accessed through, the Service. Termination, suspension, or cancellation of this Agreement or your access rights shall not affect any right or relief to which Field may be entitled, at law or in equity. Upon termination of this Agreement, all rights granted to you will terminate and revert to Field. and its licensors.

Trademarks

This Site, including all site content, site code, and all copyrights, trademarks, service marks, trade names and all other intellectual property or property rights therein (including, but not limited to, Fudgie Puck, Fudgie Puck with Nuts, Rink Bar with Nuts, Rink Bar, Sticky Tape Taffy, Top Shelf Peanut Butter Bar, Hockey Bar, HockeyFundraising.net, HockeyCandy.com, and FudgiePuck.com) are proprietary to and are owned by Field, its affiliates or subsidiaries and are protected by applicable domestic and international copyright and trademark laws. Unless expressly permitted in writing by Field, you shall not copy, capture, reproduce, perform, transfer, sell, license, modify, manipulate, create derivative works from or based upon, republish, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part the Site, the site content or site code, or otherwise use the Site, site content or site code on any other web site, other networked computer environment, or in any medium now known or hereafter developed (each, an "Unauthorized Use").

Any Unauthorized Use constitutes an infringement of the proprietary rights of Field its affiliates or subsidiaries and constitutes a violation of these Terms of Service. Any violation of copyright laws may be subject to severe civil and criminal penalties.

Use of Website

If you are under 18 or under the legal age to enter into enforceable contracts in the jurisdiction from which you are accessing this Website, you may use the Website only with consent of a parent or guardian.

If you have agreed to allow your minor child, or a child for whom you are legal guardian (a "Minor"), to register as a member of the Service, you agree that you shall be solely responsible for: (a.) the online conduct of such Minor; (b.) monitoring such Minor's access to and use of the Service and (c.) the consequences of any use of the Service by such Minor.

Infringement Policy

Any written notice regarding any infringing activity, whether of a copyright, patent, trademark or other proprietary right, should be sent to our designated agent, listed below, and must include the following information:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly for other types of infringing materials, a list of such materials.
- C. Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- D. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- E. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.
- F. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Designated agent:
Mizerowski Smith, P.C.
873 N. Mill Street
Plymouth, MI 48170

Modification

Field reserves the right to amend this Agreement, and to modify, add or discontinue any aspect, content, or feature of the Service. Such amendments, modifications, additions or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Service, via e-mail or any other reasonable means. Continued use of the Service by you shall be deemed to indicate your acceptance of any such amendments, modifications, additions or deletions.

Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any principles of conflicts of law. The parties hereto agree to submit to jurisdiction in the State of Michigan, and further agree that any court proceeding relating to any controversy arising under this Agreement shall be in the state or federal courts located in Michigan.

Unless otherwise specified, the materials on this Service are presented solely to provide information regarding and to promote Field and its products. This Service is controlled and operated by Field Candy Company, LLC from its offices in Marquette, Michigan. Field makes no representation that materials on this Service are appropriate or available for use outside the United States except where noted. Those who choose to access this Service from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent that local laws are applicable. Software from this Service is further subject to United States export controls. No software from this Service may be downloaded or otherwise exported or re-exported (A) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods, or (B) to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Miscellaneous

You may not assign any of your rights, obligations or privileges hereunder without the prior written consent of Field. Any assignment other than as provided for in this Section shall be null and void, ab initio. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.