

Customer Terms & Conditions

1. SITE USE

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS IN FULL, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS SITE.

1.1. Use of the Fieldhouse.com FHStore.com, and other web sites (together with the underlying source HTML files that implement the hypertext features, this "Site") is offered by Fieldhouse to you free of charge on the express condition that you accept, without modification, and abide by these Terms and Conditions. Your access and use of this Site is conditioned upon your continued compliance with these Terms and Conditions. Please read these Terms and Conditions carefully. Your use of this Site constitutes your agreement and full acceptance of these Terms and Conditions.

1.2. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of Fieldhouse.com or a subsequent page so long as the link does not portray Fieldhouse, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any Fieldhouse logo or other proprietary graphic or trademark as part of the link without express written permission from Fieldhouse Inc. You must immediately remove the link if we ask to do so.

1.3. This site is provided on an "as is", "as available" basis and Fieldhouse expressly disclaims all warranties, including the warranties of merchantability, fitness for a particular purpose, and non-infringement.

1.4. Fieldhouse, Inc. disclaims all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or any way related to: (a) any errors in or omissions from this Site and its content, including but not limited to technical inaccuracies and typographical errors; (b) any third party Web sites or content therein directly or indirectly accessed through hot links in this Site, including but not limited to any errors in or omissions there from; (c) the unavailability of this Site or any portion thereof; (d) your use of this Site; or (e) your use of any equipment or software in connection with this Site.

2. OWNERSHIP, LICENSE & RESTRICTIONS ON USE

2.1. All right, title, and interest (including all copyrights, trademarks, and other intellectual property rights) on our Site and other materials distributed by Fieldhouse (Materials) belong to Fieldhouse Inc or its respective owners. In addition, the names, images, pictures, logos, and icons identifying Fieldhouse, Inc. products and services in many countries are proprietary marks of Fieldhouse Inc. and/or its subsidiaries or affiliates. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppels, or otherwise, under copyright or other intellectual property rights.

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2.3. Use, duplication, or disclosure by or for the United States Government is subject to the restrictions set forth in DFARS 252 .227-7013©(1)(ii) and FAR 52 .227-19.

2.4. You further acknowledge (a) that you are not under the age of 13; (b) and if you are under the age of 18 you have your parent's or guardian's permission to use this Site and/or place an order and will only do so with that parent's or guardian's involvement.

3. COPYRIGHT; PERMITTED USES; RESTRICTION ON USE

3.1. Content available on our Site and Materials distributed by Fieldhouse are protected by copyright law. Copyright © 2002-2011 Fieldhouse, Inc. All rights reserved. Listed below are trademarks for Fieldhouse, Inc. Nothing contained on this Site or Materials should be construed as granting any license or right to use any Trademark displayed on this Site or Materials without the express written permission of Fieldhouse, Inc. or such third party that may own the Trademark.

3.2. TRADEMARKS

Fieldhouse®, Fieldhouse Store™, FieldhouseStore.com™, Fan Posters™, I'm in Presale™, FieldhouseSuperstars™, Fieldhousefundraising™, Personalize It™

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4. LIMITATION OF LIABILITY

4.1. A COVERED PARTY (AS DEFINED BELOW) SHALL NOT BE LIABLE FOR ANY DIRECT , INDIRECT, INCIDENTAL , SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION , ATTORNEYS' FEES AND LOST PROFITS OR SAVINGS) IN ANY WAY DUE TO , RESULTING FROM , OR ARISING IN CONNECTION WITH THIS SITE , INCLUDING ITS CONTENT OR ADVERTISING , REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY . "Covered Party" means Fieldhouse, Inc., its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of Fieldhouse, Inc. or its affiliates.

4.2. HOLD HARMLESS

The purchaser or recipient of any product shall indemnify and hold harmless Fieldhouse or its affiliates from and against any and all third-party claims, suits, and liabilities (including all reasonable costs, expenses and attorneys' fees actually paid) arising from or in connection with (a) the product(s) and/or services offered/advertised. Fieldhouse will not assume any responsibility or liability for damages of any kind as a result of its products or services. Notification of such damages and or liabilities shall not alter this Warranty and Disclaimer, which is deemed binding with your order.

5. SHIPPING

5.1 PRODUCT & SERVICE AVAILABILITY IN U.S.A. AND FOREIGN COUNTRIES: This Site and Materials may contain references or cross references to Fieldhouse, Inc. products and services that are not available in every State of the United States or foreign countries.

5.2 MILITARY ADDRESSES: Customers are responsible to enter the correct military shipping address such as FPO/APO addresses. There may be certain items sold on Fieldhouse stores that may be prohibited to be shipped or delivered to military addresses. Fieldhouse is not aware of any items that fall in the prohibited category, however, the customer has and retains all responsibility and liability for complying to the Military and Government requirements. Fieldhouse will not refund the price of the item or the shipping charges if an item is not delivered or returned because it is considered a "prohibited" item or an incorrect shipping address was entered by the customer.

6. GOVERNING LAWS IN CASE OF DISPUTE; JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Washington, USA, as they apply to agreements made and solely performed therein. Disputes arising hereunder shall be exclusively subject to the jurisdiction of the Federal Courts of the United States of America and/or the State Courts of Washington and jurisdiction therefore shall rest solely in Washington, USA.

7. ENTIRE AGREEMENT; SEVERABILITY

These Terms and Conditions incorporate by reference any notices contained on this Site or Materials distributed and constitute the entire agreement with respect to your access to and use of this Site and business that you conduct with Fieldhouse. If any provision of these Terms and Conditions is unlawful, void, or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

8. RISK OF LOSS

All items purchased from Fieldhouse are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

9. PRODUCT DESCRIPTIONS

Fieldhouse and our vendors attempt to be as accurate as possible. However, Fieldhouse does not warrant that product descriptions or other content of our Site and Materials is 100% accurate, complete, reliable, current, or error-free. If you believe that your order was not accurately described, please see our Return Policy (<http://www.fieldhouse.com/HelpCenter.asp?AC=>).

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10. PRICING

The prices of products available on our Site and Materials distributed are set by Fieldhouse or by the third party fulfilling the orders and are subject to change without notice. We make every reasonable effort to ensure that the price displayed on our Site or Materials is the correct price for that item. However, in the event that an item is mispriced we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

11. YOUR ACCOUNT

If you open an account on our Site or we create one for you, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Fieldhouse reserves the right to refuse service, terminate accounts, suspend accounts, remove or edit content, or cancel orders in its sole discretion. Fieldhouse will treat all personal account information that you provide in accordance with our Privacy Policy below.

12. THIRD-PARTY PRODUCTS & CONTENT

12.1. Fieldhouse sells products on our Site on behalf of some of our Clients which are fulfilled by our Clients or a third party on their behalf (e.g. tickets, local merchandise, etc.). Fieldhouse's only role in the sale of these products is to process the transaction. Our Clients and/or their third parties are fully responsible to set the selling price, define the product's description, cancel orders, refund orders, provide any applicable guarantees or warranties for the product, and accept all liability for the product.

12.2. Fieldhouse uses some third party software, services and content in our site. In addition, we provide links to the sites of affiliated companies and other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. Fieldhouse does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review the privacy statements and other conditions of use of those third parties.

13. RETURN POLICY

IF YOU DO NOT AGREE TO OUR RETURN POLICY, YOU SHOULD NOT REQUEST A PRICING QUOTE FROM FIELDHOUSE, OR COMPLETE A PURCHASE ON OUR SITE OR VIA A FIELDHOUSE REPRESENTATIVE.

Fieldhouse offers product, services and transaction for sale on our Site and via our sales personnel. Please review our return policy (<http://www.fieldhouse.com/HelpCenter.asp?AC=>) which describes Fieldhouse's return and exchange policies for both online and offline purchases.

14. PRIVACY & SECURITY POLICY

14.1. Your privacy and security are important to us, and we understand that you want to protect your financial and personal information. To help you make informed decisions about your privacy and security we provide the following policies which define our online information practices and the choices you can make about the way your information is collected and used.

14.2. Internet Security:

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. While we strive to protect your personal information, no method of transmission over the internet, or method of electronic storage, is 100% secure. Therefore, we cannot guarantee its absolute security. The primary elements of the protection we implement are:

14.2.1. When you enter sensitive information (such as your credit card number) on our Site, we encrypt that information using secure socket layer technology (SSL).

14.2.2. When you submit a credit card payment for your order we require verification of the billing address of your credit card as well as your card's CCV2 security code. Our credit card transactions are processed through Authorize.net secure payment gateway. Authorize.net implements and maintains compliance with industry leading security initiatives such as the Payment Card Industry (PCI) Data Security Standards.

14.2.3. Your credit card number will not be stored by Fieldhouse either permanent or temporarily, and any other information that is recorded will be stored on secure servers.

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14. PRIVACY & SECURITY POLICY (Continued)

14.3. Privacy Policy

14.3.1. Fieldhouse respects your privacy and will never share or sell your information to any third party organizations for marketing purposes. Additionally, Fieldhouse abides by the restrictions of the CAN-SPAM Act of 2003; and therefore, will not use personal information that you submit to us to contact you for marketing purposes unless you have agreed to receive marketing from us by subscribing for email specials. You may opt out of receiving our email specials at any time by clicking the "unsubscribe" link provided in your marketing emails or by changing your customer account preferences.

14.3.2. If you have signed up with Fieldhouse to create a web store or to become a referral partner, please refer to the Terms & Conditions that you agreed to when you applied. They contain specific privacy policies related to your Client or Partner relationship with Fieldhouse.

14.3.3. Account Information

Some of your information will be stored by Fieldhouse for our record of your account. This may include but is not limited to: your name, your address and phone number and your email address. This information may be used to fulfill your order, to pre-populate your information when you are purchasing on our Site, and to identify you when we perform actions to manage your account.

14.3.4. Order Communications

14.3.4.1. When you place an order with Fieldhouse, we may communicate with you via email, phone or postal service regarding the fulfillment of your order. Reasons for contacting you include but are not limited to: order receipts, shipment notification, delivery follow-up, etc. These communications will not be excessive, and are a required aspect of placing an order with Fieldhouse.

14.3.4.2. In addition, Fieldhouse may provide your information to select third parties only as it is necessary to fulfill your order. For example, your information may be provided to Authorize.net secure payment gateway for the purpose of processing your credit card payment, and your shipping address and order details may be provided to our partners for the purpose of fulfilling and delivering your order.

14.3.5. Log Files

As is true of most Web sites, we gather certain information automatically and store it in log files. This information may include internet protocol (IP) addresses, browser type, internet service provider (ISP), referring/exit pages, operating system, date/time stamp, and clickstream data. We use this information to analyze trends and to track users' actions around the site in order to better serve you. We do not provide our log file data to any third parties.

14.3.6. First-Party Cookies and Session ID Cookies

14.3.6.1. We may use first-party cookies on our Site. A first-party cookie is a small text file that is stored on your computer by our Site to facilitate your browsing and shopping experience.

14.3.6.2. We also use session ID cookies to make it easier for you to navigate our site. A session ID cookie is similar to a first-party cookie, however it expires when you close your browser, or after a pre-determined expiration period has passed – whichever comes first.

15. OUR ADDRESS

Fieldhouse, Inc.

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