

Terms of Use

Last updated: August 23,2016

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIAUL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEBSITE.

1. Applicability of these Terms of Use

- A. Welcome to the website of Allen Field Company, Inc. ("Allen Field", "us", or "we"). These Terms of Use ("Terms") govern your access to and use of <http://www.allenfield.com> (the "Website"), including any content and services offered through the Website, whether as a guest or as a registered user.
- B. Please read these Terms of Use carefully before using the Website operated by Allen Field. All purchases and transactions for the sale of goods through the Website are governed by our Terms of Sale, which follow these Terms of Use.
- C. Your access to and use of the Website is conditioned on your acceptance of and compliance with these Terms.
- D. By accessing or using the Website you agree to be bound by these Terms. If you disagree with any part of the Terms, then you may not access the Website.

2. Limited License

- A. ALLEN FIELD COMPANY, INC., AS A CONVENIENCE TO YOU, GRANTS YOU ACCESS TO ITS WEBSITE AND USE OF ITS APPLICATIONS, CONDITIONED ON YOUR ACCEPTANCE OF THE TERMS CONTAINED HEREIN.
- B. The Website and all of its materials, including, but not limited to, its software or HTML code, scripts, text, artwork, photographs, images, video, and audio (collectively, "Materials") are protected by copyright laws and other U.S. and international laws and treaties. All Materials are provided by Allen Field as a service to its current and prospective customers and visitors to the Website and may be used only for personal informational purposes and only if you also retain all copyright and other proprietary notices contained on the Materials. No right, title or interest in our Materials is conveyed to you. This is a limited license, not a transfer of title to our Materials.
- C. Any unauthorized copying, alteration, distribution, transmission, performance, display, or other use of these Materials is prohibited. Allen Field may revoke this limited license at any time for any or no reason. All rights not expressly granted are reserved by Allen Field.

3. Your Account with Allen Field

If you wish to purchase any product or service made available through the Website, you shall be required to create an account subject to the following:

- A. You must be 18 or older to use our Website. By creating an account, you represent and warrant that you are of legal age to form a binding contract with Allen Field.
- B. Any username that is offensive, vulgar, or infringes on someone's intellectual property rights violates the Terms.
- C. You are solely responsible for any activity on your account. If you are sharing an account with other people, then the person whose billing information is on the account will ultimately be

responsible for all activity. If you are registering as a business entity, then you personally guarantee that you have the authority to agree to the Terms on behalf of the business and have the authority to enter into binding contracts on behalf of the business. Accounts are not transferable.

- D. As mentioned above, you are solely responsible for any activity on your account, keep your account password secure. You shall notify us immediately of any breach of security or unauthorized use of your password or account.
- E. These Terms do not create any agency, partnership, joint venture, employment or franchise relationship between you and Allen Field.

4. Termination of your Account

- A. You may terminate your account with Allen Field at any time. Terminating your account does not affect any outstanding balances due.
- B. Allen Field may terminate or suspend your account and your access to the Website at any time, in our sole discretion for any or no reason (including if, in our opinion, you have violated any provision of these Terms of Use), and without advance notice. If we do so, it is important to understand that you do not have a contractual or legal right to continue to use our Website. Allen Field may refuse service to anyone, at any time, for any reason.

5. Changes to Terms of Use and the Website

- A. We may update these Terms of Use from time to time. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.
- B. Your continued use of the Website following the posting of revised Terms of Use means that you agree to the changes. You should check this page from time to time so you are aware of any changes, as they are binding on you.
- C. We may withdraw or update the content on this Website in our sole discretion without notice or liability to you. The content on the Website is not necessarily complete or up-to-date.

6. Geographic Restrictions

- A. The owner of the Website is based in the state of New York in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

7. Disclaimer of Warranties and Limitation of Liability

- A. *YOUR USE OF THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, ALLEN FIELD COMPANY, INC. EXPRESSLY DISCLAIMS ALL WARRANTIES, GUARANTEES AND REPRESENTATIONS WITH RESPECT TO THE COMPLETENESS, TITLE, ACCURACY, AVAILABILITY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES IMPLIED BY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE IN RESPECT OF THE WEBSITE.*
- B. *EXCEPT TO THE EXTENT OUR LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER LAW, IN NO EVENT WILL ALLEN FIELD COMPANY, INC. OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR*

INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

8. Disputes with Allen Field

- A. All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict or choice of law rules. These laws will apply regardless of your domicile or principal place of business.
- B. Allen Field is committed to resolving all disputes in a fair, effective and cost-efficient manner. We seek to resolve any customer concerns through our customer service department by calling 1-631-665-2782. However, if you are dissatisfied with our customer service's resolution of your matter, any dispute or claim arising from or relating to the Terms of Use or the Website shall be finally settled by arbitration, using the English language, administered by the American Arbitration Association under its Commercial Arbitration Rules then in effect (those rules are deemed to be incorporated by reference into this section). Arbitration will be handled by a sole arbitrator in accordance with those rules. Judgment on the arbitration award may be entered in any court that has jurisdiction. Any arbitration under the Terms will take place on an individual basis: class arbitrations and class actions are not permitted.

9. Indemnification

- A. You agree to indemnify, defend and hold harmless Allen Field, its officers, directors, employees, agents, licensors and suppliers from and against all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use, or any activity related to use of the Website (including negligent or wrongful conduct) by you or any other person accessing the Website using your account.

10. Severability and Waiver

- A. If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision will be limited to the minimum extent such that the remaining provision of the Terms of Use will continue in full force and effect.
- B. Allen Field's failure to enforce any part of the Terms is not a waiver of our right to later enforce that or any other part of the Terms.