

## **Fields Good Chicken Terms and Conditions of Use**

We are pleased to welcome you to the Fields Good Chicken Website, [www.fieldsgoodchicken.com](http://www.fieldsgoodchicken.com) ("the Website" or the "Site"), operated by Fields Good Chicken, LLC ("FGC"). These Terms and Conditions of Use ("Terms of Use") govern your access to and use of the Website. From the Website, users can view Fields Good Chicken locations and order food from FGC, and can participate in online surveys and other activities and promotions FGC may offer from time to time (the "Services"). In these Terms of Use, the words "you" and "your" refer to each customer, user, site guest or visitor and "we", "us" and "our" refer to FGC, its subsidiaries, successors in interest and assigns, and [www.fieldsgoodchicken.com](http://www.fieldsgoodchicken.com).

Please read these terms of use carefully before using this Website and make sure you understand them. These Terms of Use, including all documents referenced herein, represent the entire understanding and agreement between FGC and you regarding your use of this Website and supersede any prior statements or representations. This Website's Privacy Policy is incorporated into these Term of Use by reference and is made a part hereof. You are not authorized to use this Website if you do not agree to be legally bound by any or all of these Terms and Conditions.

### **Consent to Terms and Conditions**

By using the Website and the Services and/or registering for an account, you agree that you have read and understood the Terms of Use and agree that you will comply with same for as long as you use the Website.

### **Use of this Website**

Access to, distribution and/or use of this Website is subject to all applicable laws and regulations. To the extent that access to, distribution and/or use of this Website would be deemed illegal by applicable law, such access, distribution and/or use is prohibited. Each time you visit any area on the Website and/or order food, register for an account and/or participate in any interactive functionality of the Website, you are deemed to have confirmed your acceptance to these Terms of Use and the Website's Privacy Policy. If you do not agree to abide by these Terms of Use and the Privacy Policy, please do not use this Website. By having accepted these Terms of Use, and/or entering and participating in the activities offered on this Website, you affirm, represent and warrant that: (a) you are 18 years of age or older; (b) you reside in the United States; (c) all information you submit via the Website shall be truthful and accurate (and you will maintain the accuracy of such information); (d) you will abide by these Terms of Use; and (e) your use of the Website shall not otherwise violate any applicable law, rule or regulation.

### **Changes to the Terms of Use**

From time to time, these Terms of Use may change. FGC reserves the right to modify these Terms of Use without prior individual notice. We will post changes to the Terms of Use on this

Website and changes will become effective once posted. Your continued access to or use of the Website will be deemed as acceptance by you of the then-current Terms of Use. Please review these Terms of Use often so that you will remain abreast of our current policies.

You can tell when the Terms of Use were last modified by checking the “last updated” date that appears at the top.

### **Ownership of the Website and Services**

FGC owns, licenses and/or has the right to use this Website and all intellectual property rights in and to the same (the “Materials”). FGC hereby grants you permission to use the Website as set forth in these Terms of Use but nothing in these Terms shall be construed to confer upon you any license of or under any of FGC’s intellectual property rights in the Materials.

You acknowledge that you have no ownership rights in the Materials. You further understand and agree that you will not use any trademarks, trade names, services marks, copyrights or logos of FGC (collectively, “FGC intellectual property”) in any manner which creates the impression that such items belong to or are associated with you, or except as otherwise provided and with FGC’s consent.

Except as otherwise indicated on this Website, copying, reproducing, uploading, downloading, transmitting or any other use of this Website or of any of the Materials, in whole or part, without the express permission of FGC, is prohibited. Any unauthorized access to, use or copying of this Website and/or the Materials may subject you to liability under applicable law, and may result in legal action.

### **Provision of the Services by FGC**

FGC seeks to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which FGC provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that FGC may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally, at FGC’s sole discretion. FGC may disable your account, with no notice to you if, in FGC’s sole and subjective discretion, you are in violation of any of the Terms of Use.

You acknowledge and agree that if FGC disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

## **Setting Up Your Account**

For ease of ordering food from FGC locations through the Website, you may decide to register with us and set up an account with a username and a password (your “Account”). All information you provide must be truthful. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use of the Website under such access codes or passwords. You must be at least 18 years old to set up an Account and a resident of the United States. When you register, you will be asked to provide your name, a username and an email address. The information you provide to FGC is subject to our Privacy Policy. Please see our Privacy Policy and the privacy policies of our business partners for information concerning the collection and use of Personal Information from this Website.

## **Termination or Cancellation of Your Account**

You may terminate your Account with FGC at any time, at your sole discretion, by logging onto your Account and clicking on the appropriate setting to close or cancel your Account. Terminating your Account does not terminate any existing obligations you have to pay for food you ordered prior to terminating your Account.

We may terminate or suspend your Account and your access to the Services at any time, for any reason, and without advance notice. If we do so, it's important to understand that you don't have a contractual or legal right to continue to use our Services. FGC may refuse service to anyone, at any time, for any reason. If we terminate or suspend your Account or refuse service, you must still fulfill any existing obligations you have to pay for food or services you ordered prior to terminating or suspending your Account or any Services we were providing to you.

## **Ordering From FGC**

By opening an Account and ordering food from FGC, you are agreeing to our Terms of Use, including those governing your purchases from and payments to FGC. If you violate the Terms of Use, we may cancel your Account.

All payment transactions are processed through and governed by the Terms and Conditions of Use and other policies of Worldpay ([www.worldpay.com](http://www.worldpay.com)). Please review carefully the terms and conditions of use on the Worldpay website. FGC is not liable to buyers for any claims, losses, causes of action, or damages arising from or related to conduct or actions governed by the Worldpay terms.

## **Links**

The Website may contain links to other applications, websites and social media features (collectively, “websites”) that are not controlled and/or maintained by FGC. Access to and use of such other websites is at your own risk and subject to any Terms of Use and Privacy Policies which govern such websites. By providing such links, FGC shall not be deemed to endorse, recommend, approve, or guarantee any third parties or their services or products, or any facts,

views, advice, information, promotions and/or products found on such websites. FGC is not responsible for the content contained on any such websites, or for the failure of any product or service offered, available for purchase, or advertised on any such websites or for any damages that may result therefrom. Copyrights in the materials or information on the linked websites are owned by other organizations. Moreover, such other websites may have privacy policies or terms of use that differ from those of the Website and/or may provide their users with less security than the Website. Accordingly, you should review the privacy policies and terms of use on such other sites before using them.

### **User Submitted Content**

On certain sections of this Site, you may be permitted to post reviews, comments, feedback, or other information or materials ("User Content"). You acknowledge and agree that you are solely responsible for any User Content that you post. You further acknowledge and agree that FGC has no responsibility for, or ownership of, any User Content posted at this Site and will not be liable for any User Content that is in violation of these Terms and Conditions.

With respect to all User Content that you post, you represent and warrant that: (i) the material is either fully original to you or that you have all necessary rights, licenses and permissions needed to post the material at this Site (including but not limited to all copyright and right of publicity/privacy rights), and to grant, and hereby do grant, FGC and all other users of this Site a world-wide, nonexclusive, perpetual, royalty-free license that can be fully assigned and sub-licensed, to use such User Content, in whole or in part, throughout the world forever in all media now known or hereafter developed, including on the Internet and in advertising and promotion of FGC. Without limiting the foregoing, such license permits FGC to publicly display, publicly perform, distribute, and reproduce the User Content, in whole or in part, alone or with other material on or via the Internet, including without limitation, any FGC authorized online and offline receiving and playback devices by any means of transmission now known or hereafter devised. You further grant FGC the right to use your User Content, likeness, biographical information, logos, marks or trade names, or other information provided or obtained, including without limitation, the right to publicly display, publicly perform, distribute, and reproduce such excerpts of your User Content, for purposes of advertising or promoting FGC, its products and/or services; (ii) such User Content will not infringe the rights of any person or entity, or violate any governmental rule, regulation statute or law, or the terms and conditions of use of this Site; (iii) no money will be owing to any party as a result of the posting of the User Content or its use as contemplated herein; (iv) you will be responsible for all User Content submitted through your email access, and for all purposes under these Terms and Conditions, all submissions from your account shall be deemed to have been submitted by you; and (v) you are 18 or older.

FGC has no control over, and does not endorse, any User Content and expressly disclaims any and all liability in connection with any User Content. However, in connection with User Content posted at this Site, in addition to all other rights it has under this Agreement, at law or in equity, FGC reserves the right in its sole and absolute discretion, to: (i) remove without notice, or

refuse to post in the first instance, any User Content; (ii) revoke any user's right to use this Site. FGC is under no obligation to use, exhibit, perform, distribute, post, or otherwise exploit your User Content; without limitation of the foregoing, FGC may edit, alter, post, decline to post, remove, discard or delete your User Content at any time with no further notice. Any User Content sought to be posted at the Site must conform, in the sole and exclusive opinion of FGC, to the following rules and standards. It must: (i) conform to all applicable laws, (ii) be appropriate in the context of the general purposes of the Site; (iii) not be obscene, pornographic, patently offensive, hateful, abusive or promote racism or discrimination of any kind; (iv) not provide personal information, or solicit such information from any other user of the Site; (v) not involve or result in the transmission of junk email, unsolicited mass emailings, "spamming," "spimming" or "phishing"; (vi) not transmit or distribute any potentially harmful programs such as Trojan horses, worms, viruses, spyware or any malicious software or code; (vii) not contain any material or images owned by any other person or entity unless you have obtained all necessary rights, licenses and permissions needed to post the material and have it used as contemplated by this Site; and (viii) be only for non-commercial purposes.

### **Promotions, Sweepstakes, Contests and Surveys**

On occasion, FGC and/or certain of its advertisers, partners or suppliers to this Site may elect to conduct certain promotions, sweepstakes, contests or surveys (collectively, "Promotions") on this Site. Each such Promotion may have specific rules and regulations, which will be made available to users and which shall be deemed incorporated in and become a part of these Terms and Conditions. By participating in any Promotion, you are deemed to have accepted the rules and regulations for that Promotion, and to have agreed to abide by and be bound by them.

### **Your Responsibilities**

You are responsible for undertaking suitable precautions to scan for computer viruses and maintaining a backup of all your data and/or your equipment. You agree that you will not upload any spyware or malicious software to the Website.

You are responsible for maintaining the confidentiality of your password and account information, and you agree that you will restrict access to your device to avoid disclosure of such. You further agree that you will be responsible for all activity taken under your password and/or account.

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site and Services.

### **Limitation of Liability and Warranty and Use Disclaimer**

FGC endeavors to make sure that all information and data it originates on the Website is accurate. However, FGC is not responsible for any damages or loss related to the use of this Website.

THIS WEBSITE, ALL CONTENT AND MATERIAL CONTAINED ON THIS WEBSITE, ALL SERVICES PROVIDED ON THIS WEBSITE AND ALL LINKS OR OTHER ITEMS RELATED THERETO ARE TRANSMITTED AND DISTRIBUTED "AS IS" AND TO THE FULLEST EXTENT PERMITTED AT LAW WITHOUT GUARANTEES, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED (BY STATUTE OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, THAT THE WEBSITE AND/OR ITS FEATURES AND FUNCTIONS WILL BE AVAILABLE FOR USE OR WORK AS DESCRIBED. THERE ARE NO GUARANTEES, REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS REGARDING TITLE, SECURITY, ACCURACY, ACCEPTABLE QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE WITH RESPECT TO THE WEBSITE OR THE MATERIALS AND CONTENT CONTAINED HEREON. ANY INFORMATION CONTAINED WITHIN OR ON THIS WEBISTE IS SUBJECT TO AMENDMENT, REVISION OR UPDATING. FGC RESERVES THE RIGHT TO SUSPEND OR WITHDRAW ACCESS TO THIS WEBISTE WITHOUT NOTICE AT ANY TIME AND TO THE FULLEST EXTENT PERMITTED AT LAW, ACCEPTS NO RESPONSIBILITY FOR THE WEBSITE OR SERVICES NOT BEING AVAILABLE AT ALL TIMES.

UNLESS PROHIBITED BY LAW, NEITHER FGC (INCLUDING ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES), NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS WEBSITE, SHALL BE LIABLE FOR ANY ALLEGED DAMAGE OR INJURY WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY COMPENSATORY, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, SPECIAL AND/OR ANY OTHER DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE OR ACCESS THIS APPLICATION OR FROM ANY MATERIALS CONTAINED HEREON OR FROM ANY COMPUTER VIRUS, MALFUNCTION OR OTHER FAILURE.

TO THE FULLEST EXTENT PERMITTED BY LAW ASSUMES FGC MAKES NO GUARANTEES, WARRANTIES, REPRESENTATIONS OR CONDITIONS ABOUT THE ACCURACY OR SUITABILITY FOR ANY PURPOSE OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE; AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR (I) MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER FROM ACCESS TO, REPRODUCTION, DISTRIBUTION AND/OR USE OF THIS WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO, REPRODUCTION, DISTRIBUTION OR USE OF FGC'S SECURE SERVER AND/OR ANY PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREON, (IV) ANY INTERRUPTION OF OR CESSION OF THE SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED VIA THE WEBSITE AND/OR BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OF TRANSMITTED INFORMATION OR DATA, OR DAMAGE THAT IS THE RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE BY OR THROUGH THE WEBSITE.

FGC is not responsible for any damages or loss related to your reliance on any outdated version of these Terms of Use, including, but not limited, to any outdated version of our Privacy Policy.

## **Indemnity**

Unless prohibited by law, you agree to indemnify FGC, and each of its parent, subsidiary and affiliated entities (collectively, "FGC Affiliates"), furnishing entities, officers, directors, members, employees, representatives, licensees, agents, successors, assignees and partners, from and against any and all claims, demands, losses, liabilities, damages, costs and expenses (including but not limited to attorneys' fees) suffered, incurred or brought against any one or more of them by a third party relating to, or arising from or in connection with: (i) your breach or alleged breach of any of your representations and/or warranties set forth in these Terms of Use; (ii) your use of the Website; and/or (iii) any violation of these Terms of Use. You agree that your representations and warranties, and your obligation to indemnify FGC, shall survive beyond any term for which these Terms of Use are in effect.

## **Electronic Communications**

When you communicate with FGC electronically, via email or otherwise, you consent to receive electronic communications from FGC. You agree that all communications (including, but not limited to all notices, agreements and disclosures) provided to you electronically by FGC satisfy any legal requirement that such communication be in writing. FGC encourages you to retain your own copies of relevant information; however, upon your written request, FGC will provide you with a copy of the information you provided to FGC when creating your Account. Please see our Privacy Policy concerning providing information to FGC, your consent to receiving information from FGC, your ability to withdraw such consent, and FGC's obligations with respect to maintaining and/or returning any information you have provided to FGC. To request a copy of information you provided to FGC, please contact us at [helpp@fieldsgoodchicken.com](mailto:helpp@fieldsgoodchicken.com).

With respect to all communications you make to FGC directly and/or through the Website, including but not limited to feedback, questions, comments, suggestions and the like: (i) you shall have no right to confidentiality in your communications and FGC shall have no obligation to protect your communications from disclosure; (ii) FGC shall be free to reproduce, use, publish, display, disclose and distribute your communications to others without limitation; and (iii) FGC shall be free to use any ideas, concepts, know-how, information, data content or techniques contained in your communications for any purpose whatsoever, including but not limited to the development, production and marketing of products and services that incorporate such information, without obligation to you.

## **Acquisition of Business**

In the event that FGC, or a FGC Affiliate is involved in a merger, acquisition, consolidation, restructuring, reorganization, liquidation, sale or similar transaction relating to any portion of its business and/or assets, or in the unlikely event that FGC goes out of business or enters bankruptcy, each User hereby acknowledges and agrees that the Website, all data collected on the Website (including Personal Information still within our possession, custody or control), and any of our rights and obligations under this Privacy Policy may be included in the assets of,

and/or transferred pursuant to, such transaction, and that any acquirer or successor (or a third party through bankruptcy) of FGC may continue to use the Personal Information as set forth in this Privacy Policy. If that occurs, a notice will be posted to such effect on the Website and/or notification will be provided by any other media or contact method as may be required by applicable laws and regulations.

### **Contact Us**

If you have any questions concerning this Website or any of the policies set forth in these Terms of Use, please contact us at [hello@fieldsgoodchicken.com](mailto:hello@fieldsgoodchicken.com).

### **Copyright Infringement - Notice and Take-Down Policy**

FGC values intellectual property and respects the intellectual property rights of others, and will remove materials on its Website that infringe the copyrights of others. If you believe that your copyrighted material has been infringed by material contained on this Website, you may notify FGC in writing as follows:

Address: Fields Good Chicken  
56 West 22<sup>nd</sup> Street  
New York, NY 10010

Electronic Mail Address: [hello@fieldsgoodchicken.com](mailto:hello@fieldsgoodchicken.com).

In your notice, you must include the following:

- i. a physical or electronic signature of the owner of an exclusive right that is being infringed or of a person authorized to act on behalf of such owner;
- ii. identification of the copyrighted work(s) that is (are) allegedly being infringed;
- iii. identification of the materials that are causing the infringement and that are to be removed, along with sufficient information to allow FGC to locate such materials;
- iv. contact information (*i.e.*, name, address, email address) sufficient to enable FGC to contact you;
- v. a statement to the effect that you have a good faith belief that the complained of use of the material was not authorized by the owner of the copyright, its agent or the law; and
- vi. a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly being infringed.

## **U.S. Export Controls**

Software and/or Materials from or related to this Website may be subject to United States export controls or the export controls of other countries from where you access the Website. No Software or Materials may be downloaded from the Website or otherwise exported or re-exported in violation of U.S. or other countries' export laws, as applicable. Downloading or using the Software or Materials is at your sole risk.

## **Disputes and Governing Law**

Use of this Website and these Terms of Use shall be governed by the laws of the State of New York of the United States of America, without regard to its conflict of law provisions. In the event that any portion of these Terms of Use are deemed unenforceable, unlawful or void by a tribunal of competent jurisdiction, in any jurisdiction for any reason, unless narrowed by construction, such portion of these Terms of Use shall, for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable portion had been more narrowly constructed so as not to be invalid, prohibited or unenforceable (or if such provision cannot be drawn narrowly enough, the tribunal making any such determination shall have the power to modify such portion of these Terms of Use to the extent necessary to make such portion of these Terms of Use enforceable in such jurisdiction, and such portion shall then be applicable in such modified form in such jurisdiction). If, notwithstanding the foregoing, any such portion of these Terms of Use would be held to be invalid, prohibited or unenforceable in any jurisdiction for any reason, such portion, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, prohibition or unenforceability, without invalidating the remaining provisions set forth in these Terms of Use. No narrowed construction, modification or invalidation of any portion of the Terms of Use shall affect the construction, validity or enforceability of such portion in any other jurisdiction. No waiver by FGC of any term or condition of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or of any other term or condition, and FGC's failure to assert any right or demand compliance with any provision of these Terms of Use shall not be deemed to constitute a waiver of any such right or provision.

Except where prohibited by law, as a condition of you clicking acceptance of these Terms of Use and/or accessing and/or using this Website, you agree that (1) any and all disputes and causes of action arising out of or connected with this Website shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration in New York within one year from the date that the cause of action arose (or, if multiple cause of actions are involved, from the date that the first cause of action arose), with such arbitration conducted pursuant to the then prevailing rules of the American Arbitration Association; and (2) judgment upon such arbitration award may be entered in any court having jurisdiction. Unless prohibited by law, no arbitration brought hereto shall be joined to any other action or arbitration.

The rules governing arbitration are different than those in court. Arbitration does not involve a judge or jury and review is limited, but an arbitrator can award the same damages as a court. Except as may otherwise be provided in that allows consumers to file certain claims in small claims court, you understand that by accepting these Terms and Conditions, you are giving up your right to a trial in court, either with or without a jury.

Unless prohibited by law, under no circumstances will you be permitted to obtain an award for, and by accessing and/or using the Website you waive all rights to claim, punitive, incidental, consequential or any other indirect damages (including multiplied and/or increased damages and/or attorneys' fees and court costs) for, any dispute or cause of action that you may have that relates in whole or part to this Website, and/or the Content and/or the Materials.

By accepting these Terms and Conditions, you have agreed to waive your right to recover any damages relating to your use of the Website. If such waiver is deemed unenforceable, you, nonetheless, and notwithstanding anything to the contrary set forth in these Terms of Use or otherwise, you agree that your recovery with respect to any and all claims, judgments, and awards for which you are entitled shall, unless prohibited by law, be limited to your actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

Notwithstanding anything to the contrary set forth in these Terms of Use, FGC may at any time seek injunctive or other appropriate relief against you and/or against others, in any state or federal court in the state of New York and/or in any other court chosen by FGC, in the event that FGC believes that there is a violation, or a threatened violation, that has jurisdiction of any of FGC's intellectual property rights and, in such case, you hereby consent to the exclusive jurisdiction and venue of such court.