

# HeyGoodCookies.com

## Legal Terms and Conditions of Use

### **Use of HeyGoodCookies.com**

Hey Good Cookies<sup>®</sup> and HeyGoodCookies.com are the registered trademark and web domain owned by Hey Good Cookies, Inc., of Spirit Lake, an Iowa corporation (“Hey Good Cookies”). Your use of the HeyGoodCookies.com website (hereinafter “The Website”) and any related application is subject to these general Terms and Conditions of Use specified below (“Terms of Use”). Your use of The Website represents your agreement to abide by all Terms of Use. These Terms of Use may be updated at any time without notice. The Website and other web sites linked to or affiliated with The Website, and any information, communications, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on The Website (collectively “Content”) are intended for the lawful use of Hey Good Cookies’ customers, employees and members of the general public. The Website is controlled and operated in whole or in part for Hey Good Cookies from within the United States. Hey Good Cookies makes no representation that these materials are appropriate or available for use in other locations. Those who access The Website from other locations do so at their own risk and are responsible for compliance with applicable local laws. Hey Good Cookies reserves the right in its sole discretion to refuse or terminate access to The Website by anyone, including you, at any time. These Terms of Use supersede any prior agreements and understandings with you by any person or entity relating to your use of The Website. As indicated, if you so choose, you may also be subject to additional Terms of Use that may apply when you elect to participate in any reward and/or sweepstakes program, or download and/or use software from or through The Website if and when offered.

IF YOU DO NOT AGREE WITH ANY OF THESE TERMS OF USE, DO NOT ACCESS OR OTHERWISE USE THE WEBSITE OR ANY INFORMATION OR MATERIALS CONTAINED ON THE WEBSITE. YOUR USE OF THE WEBSITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY THE TERMS SET FORTH BELOW. BY ACCEPTING YOU ARE AGREEING TO EVERY PROVISION OF THIS AGREEMENT WHETHER OR NOT YOU HAVE TO READ IT.

### **Applicable Law:**

The Website is created, operated and controlled by Hey Good Cookies at and from the United States of America. By using The Website, you consent and agree to the laws of the State of Iowa as governing these Terms of Use without giving effect to any principles or conflicts of laws, and you further consent to the state or federal courts in Iowa, USA as having exclusive jurisdiction over any dispute and/or litigation arising from your use of The Website. If any provision of these Terms of Use is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Terms of Use. The failure of Hey Good Cookies and/or The Website to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of The Website, or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

**Links to Third-Party Websites:**

The Website may provide links to other third-party sites or resources. Hey Good Cookies makes no representation whatsoever about any other internet site that you may access through The Website. Because Hey Good Cookies has no control over such sites and resources, you acknowledge and agree that Hey Good Cookies is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, services or other materials on or available from such sites or resources. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. References on The Website to any names, marks, products or services of any third parties or hypertext links to third party sites or information are provided solely as a convenience to you, and do not constitute or imply an endorsement, sponsorship or recommendation of, or affiliation with the third party or its products and services. Hey Good Cookies makes no representation or warranty as to any third party Content, products or services, and you agree that Hey Good Cookies shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party content, products or services available on or through any such site or resource.

**Limitation of Liability and Remedies:**

By using The Website, you expressly agree that use of The Website is at your sole risk. The Website is provided on an “as is” and “as available” basis. Neither Hey Good Cookies nor its affiliates, subsidiaries, or designees, nor each of its officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, “The Website Sponsors”) warrant that use of The Website will be uninterrupted or error-free. The Website Sponsors make no representation that content provided on The Website is applicable to, or appropriate for use in, locations outside of the United States. THE WEBSITE SPONSORS SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. No oral advice or written information given by either of The Website Sponsors shall create a warranty.

UNDER NO CIRCUMSTANCES SHALL EITHER OF THE WEBSITE SPONSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM YOUR USE OF, OR YOUR INABILITY TO USE THE WEBSITE SITE, INCLUDING BUT NOT LIMITED TO RELIANCE BY YOU ON ANY INFORMATION OBTAINED FROM THE WEBSITE SITE THAT RESULTS IN MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OR CORRUPTION OF FILES, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort or any other claim, even if an authorized representative of either or both of The Website Sponsors has been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through The Website.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Notwithstanding the foregoing, The Website's total liability to you for any losses, damages, and causes of action, including but not limited to those based on contract, tort, or otherwise, arising out of your use of The Website, its content or links, and/or any of the services offered through The Website, shall never exceed the actual cost of a product, good and/or service purchased from Hey Good Cookies through The Website.

**Indemnification:**

You agree to indemnify and hold The Website Sponsors harmless from any claim or demand, including reasonable attorney fees, made by any third party arising out of or related to your violation of the foregoing Terms of Use, or your violation of any law, regulation or third-party right.

**Security:**

The Website may only be used for lawful purposes. Activities including, but not limited to, tampering with the site, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on the site are prohibited.

You are prohibited from violating or attempting to violate the security of The Website, including, without limitation: (a) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (b) using The Website for unintended purposes or trying to change the behavior of The Website; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) uploading, posting, emailing, transmitting or otherwise making available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any service to any user, host or network, computer software or hardware or telecommunications equipment, including without limitation via means of submitting a virus to the site, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (f) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting; (g) forging communications on behalf of The Website (impersonating The Website) or to The Website (impersonating as a legitimate user); (h) uploading, posting, emailing, transmitting or otherwise making available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (i) harming minors in any way; (j) impersonating any person or entity or falsely state or otherwise misrepresenting your affiliation with a person or entity; (k) uploading, posting, emailing, transmitting or otherwise making available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (l) uploading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (m) "stalking" or otherwise harassing another person or entity; and/or (n) collecting or storing personal data about other users. You agree that violation of any of the foregoing will result in your immediate disqualification from use of The Website, and may result in additional legal actions being taken by The Website Sponsors. Sending unsolicited and unauthorized e-mail on behalf of Hey Good Cookies and/or The Website, including promotions and/or advertising of products or services, is expressly prohibited. Violations of system or network security may result in civil or criminal liability.

**Ownership and Restrictions on Use of Content:**

The registered trademark Hey Good Cookies<sup>®</sup> and related product and service names, design marks and slogans, are the property of Hey Good Cookies and may not be used without permission. Unless otherwise noted, all Content is protected as copyrights, trademarks, service marks, trade names or other intellectual property owned, controlled or licensed by Hey Good Cookies, one of its affiliates, or by third parties who have licensed their intellectual property to Hey Good Cookies and is protected by U.S. and international intellectual property laws and treaty provisions. Unauthorized duplication is a violation of law. No rights in any Content, including any trademark, service mark or trade name, are granted to you in connection with your use of this Site. Hey Good Cookies and its affiliates and licensors expressly reserve all intellectual property rights in all Content. Hey Good Cookies has a no-tolerance policy regarding the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement, and the use of trademarks or names in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition.

All of the Content, as first defined above, is protected by copyright, trademark, patent or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All Content is copyrighted as a collective work under the U.S. and international copyright laws, and The Website Sponsors collectively or separately own, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all Content. In addition, The Website Sponsors or their licensors own a copyright in the selection, coordination and arrangement of the Content.

All Content appearing on The Website are intended solely for personal, non-exclusive and non-commercial use. You may access, view, download, print or copy the Content for your personal, non-commercial use only; provided, however, that you (1) retain all copyright, trademark or other proprietary designations contained on all Content; (2) do not modify or alter the Content in any way; and (3) do not provide or make available the Content to any third party. No right, title or interest in any viewed, copied or downloaded Content is transferred to you as a result of your use of the Website. Except as noted above, you may not copy, download, reproduce, publish, transmit, distribute, display, modify, create derivative works from, or otherwise exploit in any way the Content or this Site without first obtaining written permission from Hey Good Cookies.

**Pricing and Product Information:**

While Hey Good Cookies strives to provide accurate product and pricing information, unintentional pricing or typographical errors may occur. Hey Good Cookies reserves the right to correct any errors, inaccuracies or omissions and to change or update information (including, without limitation, information related to text, pricing, availability and product descriptions) at any time without notice (including after you submitted your order and confirmation was received). In the event that an item is listed at an incorrect price or with incorrect information, Hey Good Cookies shall have the right, in its sole discretion, to refuse or cancel any purchased orders placed for that item. If your credit card has been charged for any order subsequently cancelled, Hey Good Cookies will issue a credit to your credit card. Individual bank policies will dictate when this amount is credited to your account. We apologize for any inconvenience this may cause you.

Prices and availability of products offered by Hey Good Cookies are subject to change

without notice. Any references to “Save” and amount of savings offered by Hey Good Cookies are discounts from Hey Good Cookies’ “Regular” or “Reg.” prices. The “Regular” price of an item is the former offered price for the item. Actual sales may not have been made at the “Regular” prices.

**Privacy Validating Your Order:**

After you place an order at The Website using our shopping cart, we will check the information you give us for validity, by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you.

Your credit or debit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

Your receipt of an electronic or other form of order acknowledgement does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Hey Good Cookies Site reserves the right at any time after receipt of your order to accept or decline your order for any reason.

**Order Limitations:**

We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will notify you.

Hey Good Cookies may, at its own discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by the same Hey Good Cookies Site account, the same credit card, and orders that use the same billing and/or shipping address. In the event we make a change to an order, we will notify you.

**Shipping:**

All orders placed on this Site are subject to product availability and will be shipped according to Hey Good Cookies shipping policies. Please refer to our shipping page for more information on our shipping rates and procedures.

At Hey Good Cookies your complete satisfaction is our top priority.

While we make every effort to ensure the accuracy of all information, we reserve the right to limit refunds and replacements and to make corrections if an error occurs. Please check all shipping addresses carefully. As we are shipping perishable goods we cannot guarantee the condition of the package if our delivery service has to reroute the cooler. We guarantee delivery only to the addresses we are provided; which are confirmed on the order acknowledgement.

**Privacy and Information Sharing:**

**In order to fulfill any order you may place with Hey Good Cookies through The Website, Hey Good Cookies will share your basic contact information (name, email address, address) with its vendors. With your prior consent given through The Website, Hey Good Cookies may add this information to its customer database so that you may receive information on products or services of interest.**

The policy of The Website and Hey Good Cookies is to respect the privacy of all web site

visitors to the extent permitted by law. This online privacy statement is intended to inform you of the ways in which The Website collects information, the uses to which that information will be put, and the ways in which we will protect any information you choose to provide us. There are four types of information that The Website may collect during your visit: network traffic logs, web visit logs, cookies and information voluntarily provided by you.

**Network Traffic Logs** – In the course of ensuring network security and consistent service for all users, The Website may employ software programs to do such things as monitor network traffic, identify unauthorized access or access to nonpublic information, detect computer viruses and other software that might damage The Website computers or the network, and monitor and tune the performance of The Website network. In the course of such monitoring, these programs may detect such information as e-mail headers, addresses from network packets, and other information. Information from these activities is used only for the purpose of maintaining the security and performance of The Website's networks and computer systems. Personally identifiable information from these activities is not released to external parties without your consent or unless required by law.

**Web Visit Logs** – The Website may collect and store information from online visitors to help manage The Website and improve service. This information includes the pages visited on the site, the date and time of the visit, the internet address (URL or IP address) of the referring site, the domain name and IP address from which the access occurred, the version of browser used, and the capabilities of the browser. The Website makes no attempt to identify individual visitors from this information; any personally identifiable information is not released to external parties without your consent unless required by law.

**Cookies** – Cookies are pieces of information stored by your web browser on behalf of a web site and returned to the web site on request. The Website may use cookies for two purposes: to carry data about your current session at the site from one web page to the next, and to identify you to the site between visits. If you prefer not to receive cookies, you may turn them off in your browser, or may set your browser to ask you before accepting a new cookie. Some pages may not function properly if the cookies are turned off. Unless otherwise notified on The Website, we will not store data, other than for these two purposes, in cookies. Cookies remain on your computer, and accordingly we neither store cookies on our computers nor forward them to any external parties. Unless otherwise notified on The Website, we do not use cookies to track your movement among different web sites and do not exchange cookies with other entities.

**Information Voluntarily Provided by You** – In the course of using this web site, you may choose to provide us with information to help us serve your needs. For example, you may send us electronic mail (through a mailer or a web form) to request information, you may sign up for a mailing list, or you may send us your address so we may send you an application or other material. Any personally identifiable information you send us will be used only for the purpose indicated. Requests for information will be directed to the appropriate staff to respond to the request, and may be recorded to help us update our site to better respond to similar requests. We will not sell, exchange or otherwise distribute your personally identifiable information without your consent, except to the extent required by law. We do not retain the information longer than necessary for normal operations. Each web page requesting information discloses the purpose of that information. If you do not wish to have the information used in that manner, you are not

required to provide it.

The Website web site may provide links to other World Wide Web sites or resources. We do not control these sites and resources, do not endorse them, and are not responsible for their availability, content or delivery of services. In particular, external sites are not bound by The Website's online privacy

**Comments and Feedback:**

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to Hey Good Cookies on or by The Website or otherwise disclosed, submitted or offered to Hey Good Cookies (collectively, "Comments") shall be and remain Hey Good Cookies' property which we may use for any purpose including commercial purposes. Such disclosure, submission or offer of any Comments shall constitute an assignment to Hey Good Cookies of all worldwide rights, titles and interests in all copyrights and other intellectual property in the Comments. Hey Good Cookies is and shall be under no obligation to maintain any Comments in confidence or to pay to user any compensation for any Comments. You agree that no Comments submitted by you to Hey Good Cookies will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You are and shall remain solely responsible for the content of any Comments you make.

**DMCA Notice:**

If you are a copyright owner or an agent thereof and believe that any content, information, or communication on The Website infringes upon your copyrights, you may submit a written notice of infringement pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the "DMCA"). All notices of infringement should be sent to the designated agent of Hey Good Cookies identified below and should include the following information: (a) an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest, (b) a description of the copyrighted work that you claim has been infringed, (c) a description of where the material that you claim is infringing is located on The Website, (d) your address, telephone number, and e-mail address, (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law, and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices of infringement should be directed to the following designated agent of Hey Good Cookies:

Hey Good Cookies, Inc., of Spirit Lake  
1718 Lakeshore Dr.  
Okoboji, IA 51355

Or e-mail: [sales@hgcookies.com](mailto:sales@hgcookies.com)

If you submit a notice of infringement that knowingly materially misrepresents that any content, information, or communication on The Website is infringing upon a copyright, you may be held liable for damages and attorneys' fees. If you believe that your content, information, or communication has been removed from The Website due to an

erroneous claim of infringement, you may have remedies available to you under the DMCA.

Last Updated: June 3, 2014