

WELCOME TO FERDIESOCCERMAGIC.COM (THE "SITE"). WHEN USING THE SITE. YOU AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS.

YOU MUST BE AT LEAST 18 YEARS OF AGE IN ORDER TO ACCEPT THIS AGREEMENT.

This is an agreement between you, on the one hand, and Ferdie's Soccer Magic ("FSM"), on the other hand.

By accepting this Agreement: You are fully responsible for all members and guests of your household who use the Site, whether from your home or otherwise (NOTE: "guests" include anyone who accesses the Site using your password); and You agree to monitor and supervise all use of the Site by guests and members of your household to ensure compliance with this Agreement. THIS RESPONSIBILITY INCLUDES SUPERVISION OF ANY HOUSEHOLD MEMBERS AND GUESTS UNDER 18 YEARS OF AGE. You agree, on behalf of yourself and all members and/or guests of your household, to abide by the following terms and conditions:

1. In General

The Site is operated by FSM and contains information, software, photographs, audio, video, graphics, links and other material (collectively, "Content") supplied by FSM. We may change, or add to, these terms and conditions at any time and reference to this Terms of Use Agreement ("Agreement") includes any such changes or additions that we may make to these terms and conditions. We will post any new or additional terms and conditions on the Site and these new or additional terms and conditions will be effective immediately upon posting. Your continued use of the Site will serve as your agreement to abide by all such new or additional terms and conditions. If at any time, any term or condition of this Agreement is not acceptable to you, you (and all members and guests of your household) should immediately cease all use of the Site.

2. The Content

The Site provides access to Content that is legally protected by us and others under patent, copyright, trademark and other intellectual property laws. You agree to comply with all copyright notices and other restrictions contained in any Content available on, or accessed through, the Site. YOU ALSO AGREE TO USE THE CONTENT ONLY FOR PERSONAL PURPOSES.

The Content may be used, downloaded, displayed, and printed by you solely for your personal, internal and non-commercial use. You may not use, alter or exploit the Content other than as specifically provided for in this Agreement. In addition, you may not reverse engineer or decompile any software that you download by using the Site unless you receive express permission from the software owner.

3. Links

The Site may contain links to other sites on the Internet, which are owned and operated by other parties. We are not responsible for the availability of these sites or any of the

Content contained on them.

4. Claims Against FSM

You agree to indemnify and hold FSM, and its affiliates, harmless and to pay all liabilities, costs and expenses that FSM incurs resulting from your use of the Site (including use by anyone who uses your password, whether authorized or not), use of the Site by any member or guest of your household, or your violation of any law or the rights of any third party.

5. Termination of Use

We have the right, in our sole discretion, to restrict, suspend, or terminate your access (and access by any member or guest of your household) to all or any part of the Site, at any time for any reason without prior notice or liability. We may also change, suspend or discontinue all or any aspect of the Site at any time without prior notice or liability.

6. Liability and Warranties

The Site and the Content made available through the Site are provided on an "AS IS" and "AS AVAILABLE" basis. FSM, its affiliates, and third party Content providers DO NOT make any warranties of any kind with respect to the Site or Content, including, but not limited to the following:

- that the Site will be error-free;
- that the Site will not be interrupted;
- that the Site will be secure;
- that the Content is accurate or reliable; or
- that the Content and any files available for downloading are virus-free.