

AGS Terms of Use

Last Updated 12.1.23

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS DISCLAIMERS, INDEMNITIES AND LIMITATIONS OF LIABILITIES.

These Terms of Use (“**Terms**” or “**Terms of Use**”) constitute an agreement between you (“**you**” or the “**user**”) and Amateur Golf Society of America, Inc., (“**AGS**,” “**we**,” “**us**” or “**our**”). This website, <https://www.amateurgolfsociety.com/>, (the “**Website**”) and our application (the “**Application**”) are owned and operated by AGS. Access and use of this Website, our Application and our services provided through the Website, Application, and offline (together, the “**Services**”) are provided by AGS to you on condition that you accept these Terms of Use. By accessing or using the Services, you signify that you have read, understand, and agree to be bound by these Terms of Use. If you do not agree to accept these Terms of Use, you may not access or use the Services.

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION PROVISION AND CLASS ACTION WAIVER” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND AGS OR OTHER PARTIES DESCRIBED HEREIN WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, PRIVATE ATTORNEY GENERAL, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

These Terms of Use govern the relationship between you and AGS with respect to your use of this Website and its related Services. You agree that the agreement formed by these Terms of Use are like any written agreement signed by you, and you agree to be bound by, and fully comply with, their terms. You represent and warrant that you have all necessary right, power, and authority to enter into these Terms of Use and to perform and otherwise discharge all of your obligations hereunder.

You understand that aspects of the Services may not be available in all jurisdictions and that you are responsible for ensuring that it is lawful for you to use this Website and Application and receive the Services in your jurisdiction.

We reserve the right at any time to change: (i) the terms and conditions of these Terms of Use; (ii) the Services, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content or feature or data or service on or available through this Website or the Services or the hours that they are available; (iii) any fees or charges, if any, related to the use of the Services; and (iv) the equipment, hardware or software required to use and access this the Services.

Any changes we make to these Terms of Use will be effective immediately upon posting on this Website. Be sure to return to this Website periodically to ensure you are familiar with the most current version of these Terms of Use.

1. YOU AGREE TO OUR PRIVACY POLICY

AGS has made a commitment to protecting the privacy of those who use the Services. [Please review our privacy policy](#) (“**Privacy Policy**”). Our Privacy Policy is incorporated by reference in these Terms of Use. By using the Services, you are consenting to and agreeing to be bound by the Privacy Policy.

When you use the Services, you consent to receive communications from us electronically via the Services, email, or otherwise. You agree to provide accurate, current, and complete information about yourself when you use the Services and to update such information while you continue to use the Services.

2. ELIGIBILITY

You represent and warrant that you: (a) are above the legal age of majority in your jurisdiction of residence; (b) have not previously been suspended or removed from the Services; and (c) have full power and authority to enter into these Terms and in doing so will not violate any other agreement to which you are a party.

3. SERVICES AND YOUR ACCOUNT

In order to access and use certain Services available on this Website, you may need to sign up for, open and maintain an account (your “**Account**”) with us. Prior to completing the signup process for your Account, you may be required to confirm your acceptance of all of the terms and conditions of these Terms of Use. If you do not agree to these Terms of Use, you may not sign up for an Account and you shall not have the right to use such Services.

You represent and warrant that at all times you will: (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and promptly update your information (including your e-mail address) to keep it accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we shall have the right to suspend or terminate your account and any or all privileges on the Services and to refuse any and all current or future use of the Services.

During the registration process, you may be required to choose a user name and enter your email address. You acknowledge and agree that AGS may rely on this email address or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s), student identification number, and/or password(s), if any. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use. You must not choose a username that infringes the rights of any third party or which is offensive, racist, obscene, hurtful, unlawful, or otherwise inappropriate. You agree not to transfer your right to use or access this Website or the Services via your username or password to any third person.

WE HEREBY DISCLAIM ANY AND ALL LIABILITY FOR ANY UNAUTHORIZED USE OF YOUR ACCOUNT FOR WHICH WE ARE NOT RESPONSIBLE.

Any conduct that in our sole discretion restricts or inhibits anyone else from using or enjoying the Services will not be permitted. We reserve the right in our sole discretion to remove or edit any content and to terminate your Account for any reason.

4. TERM & TERMINATION

AGS may, from time to time, but is in no way obligated to, permit you to access and use this Website and the Services in accordance with these Terms of Use and in the manner more particularly set out herein. You acknowledge and agree (i) that access to this Website and the Services may not be available from time to time, may be amended, revised, replaced, suspended or terminated in whole or in part at any time and without notice, and (ii) that AGS shall not, in any event, be responsible to you in any way should you be unable to access this Website and the Services at any time or from time to time.

We may terminate these Terms of Use for convenience with no notice to you. Upon termination of these Terms of Use, you shall immediately cease and desist from all use of this Website and the Services.

If you wish to delete your account or terminate your subscription, you can do so at any time. In the event of termination, you will still be bound by your obligations under these Terms.

5. SUBSCRIPTION AND AUTOMATIC RENEWAL TERMS

Certain uses of the Services require an annual subscription.

YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW ON AN ANNUAL BASIS UNLESS YOU TERMINATE IN ACCORDANCE WITH THE SECTION ABOVE.

The subscription fees will be billed through our third party processor. You hereby authorize us, through our third party processor, to charge the applicable subscription fees on a recurring basis. We may increase the subscription fees—and bill your credit card or other payment method for such increased fees—upon thirty (30) days prior notice to you through the email address associated with your account. Any fee increases will become effective at the beginning of the next billing cycle so long as you do not opt to terminate the subscription.

Subscription fees are non-refundable, and you are responsible for paying all unpaid fees through the end of the current term. In the event of an early termination by you or us, you will not be entitled to a refund for any portion of any subscription fees paid or owed.

6. MOBILE DEVICES AND MOBILE APPLICATIONS

If you use a mobile device to access the Services optimized for mobile viewing, or use a mobile application, the following additional terms and conditions also apply.

You understand that wireless service through Wi-Fi or a participating mobile service provider may not be available in all areas at all times and may be affected by product, software, coverage,

or other service changes made by your mobile service provider or otherwise. You agree that you are solely responsible for all message and data charges that apply to use of your mobile device to access the Website or use of a mobile application. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details.

7. USER CONTENT

In the event that the Website enables you to post any comments, suggestions, feedback or other content (collectively, “**User Content**”), you are solely responsible for User Content that you post or upload on the Website. By submitting User Content to the Services you agree to:

- (a) not post anything that (a) is defamatory, abusive, harassing, threatening, or an invasion of a right of privacy or publicity of another person; (b) is bigoted, hateful, or racially or otherwise offensive; (c) is violent, vulgar, obscene, pornographic or otherwise sexually explicit; or (d) otherwise harms or can reasonably be expected to harm any person or entity;
- (b) not post anything that is illegal or encourages or advocates illegal activity or the discussion of illegal activities with the intent to commit them, including a submission that is, or represents an attempt to engage in, child pornography, stalking, sexual assault, fraud, trafficking in obscene or stolen material, harassment, theft, or conspiracy to commit any criminal activity;
- (c) not post anything that infringes or violates any right of a third party including (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) rights of privacy (specifically, you must not distribute another person’s personal information of any kind without their express permission) personality or publicity; or (c) any confidentiality obligation;
- (d) not post anything that (a) does not generally pertain to the designated topic or theme of this Website or the Services; (b) violates any specific restrictions applicable to this Website or the Services, including age restrictions and procedures; or (c) is antisocial, disruptive, or destructive, including anything that can be construed as “spamming,” “flooding,” or “trolling,” as those terms are commonly understood and used on the Internet;
- (e) not post anything that: (a) expresses or implies that any statements you make or actions you take are endorsed by us; (b) impersonates another person (including celebrities); (c) indicates that you are a AGS employee, representative of AGS; or (d) attempts to mislead users by indicating that you represent AGS or any of AGS’s partners or affiliates;
- (f) not post anything that is commercial, business-related or advertises or offers to sell any products, services or otherwise (whether or not for profit), or solicits others (including solicitations for contributions or donations); and

- (g) not post anything that contains a virus or other harmful component, or otherwise tampers with, impairs or damages the Services or any connected network, or otherwise interferes with any person or entity enjoyment of the Website or the Services.

We strive to provide an enjoyable online experience for our users, so we may—but are not obligated to—monitor any or all activity on our Website or the Services, including in the public discussion areas, bulletin boards, forums, blogs, and elsewhere, to foster compliance with these Terms of Use. We reserve the right to remove any User Content that in whole or in part, at our sole discretion, violates these Terms of Use, is likely to harm our reputation, is deemed inappropriate or otherwise poses a risk of harm to any other person. We also reserve the right to deactivate your Account or otherwise prevent your use and/or participation on the Services at any time and for any reason. If you have reason to believe that another person is using the Website or our Services in a way that is harmful to you (*e.g.*, to impersonate or imitate you, or to stalk, bully, threaten, intimidate or otherwise harass you), we urge you to contact your local authorities, or appropriate municipal, provincial, state or federal agencies.

Please note that we do not make any representations, warranties or guarantees that: (i) the Website, the Services, or any portion thereof, will be monitored (*e.g.*, for accuracy or unacceptable use); (ii) apparent statements of fact will be authenticated; or (iii) we will take any specific action (or any action at all) in the event of a challenge or dispute regarding compliance or non-compliance with these Terms of Use. We generally do not pre-screen any communications, content or other materials before it is posted, uploaded, transmitted, sent or otherwise made available on this Website or through the Services by users, so you may be exposed to certain communications, content or other materials that is opinionated, offensive, inappropriate, and/or violates these Terms of Use.

We have the right, but not the obligation, to delete any communications, content or other materials on this Website at any time without notice or liability to you.

By submitting User Content to the Website, you automatically grant AGS the royalty-free, perpetual, irrevocable, non-exclusive right and license, but not the obligation, to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sub-license and otherwise exploit such User Content (in whole or in part) worldwide in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such User Content, without payment to you or to any third parties. With respect to any User Content you post on this Website, you agree that: (i) AGS and its affiliates have no obligation to you or anyone else concerning such User Content; (ii) such User Content is not confidential; (iii) AGS and its affiliates may use, disclose, distribute or copy such User Content (including any ideas, concepts or know-how contained in such User Content) for any purpose and without restriction or obligation to you or to anyone else during the term of the Terms of Use and afterwards; and (iv) such User Content is truthful and do not violate the legal rights of others.

User Content submitted by you will be considered non-confidential and AGS is under no obligation to treat such User Content as proprietary information except pursuant to AGS's Privacy Policy. Without limiting the foregoing, AGS reserves the right to use any User Content as it deems

appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. AGS is under no obligation to edit, delete or otherwise modify User Content once it has been submitted to AGS. AGS shall have no duty to attribute authorship of User Content to you, and shall not be obligated to enforce any form of attribution by third parties.

8. USE OF SERVICES

The information and materials contained on the Services, and these Terms, policies, and descriptions on the Services, are subject to change. You accept sole responsibility for all of your activities using the Services. Your use of the Website is limited to the intended function of the Website. Unauthorized use of the Website and systems, including but not limited to unauthorized entry into AGS's systems or misuse of any information posted on the Services, is strictly prohibited. You may not use the Services in a manner that:

- (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any party (including but not limited to rights of publicity or other proprietary rights);
- (b) is unlawful, fraudulent, or deceptive;
- (c) uses technology or other means to access content or systems of AGS in a manner that is not authorized by AGS;
- (d) interferes with any other person's use of the Services, including, without limitation, by disrupting, spamming or otherwise using abusive tactics to deter others from using the Services or any of its features;
- (e) uses or launches any automated system, including, without limitation, "robots," "spiders," or "offline readers," to access content or systems of AGS;
- (f) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;
- (g) attempts to gain unauthorized access to AGS's computer network or user accounts;
- (h) encourages conduct that would constitute a criminal offense or that gives rise to civil liability;
- (i) violates these Terms or any other AGS policies;
- (j) attempts to damage, disable, overburden, or impair AGS servers or networks;
- (k) fails to comply with applicable third-party terms;
- (l) attempt to obtain a password or other private account information from any other user of this Website or the Services;

- (m) create multiple accounts for the purpose of sale or transfer to others, transfer your account to others, park your account or those of others, or use another person's account with AGS; or
- (n) constitutes any other inappropriate conduct, as determined by us in our sole discretion.

9. INTELLECTUAL PROPERTY INFRINGEMENT

AGS respects the intellectual property rights of others, and we ask you to do the same. AGS may, in appropriate circumstances and at our discretion, terminate service and/or access to this Website to users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on the Website and/or in the Services, please provide AGS's designated agent the following information:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (b) Identification of the copyrighted and/or trademarked work claimed to have been infringed, or if multiple works at a single online location are covered by a single notification, a representative list of such works at that location.
- (c) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Website, and information reasonably sufficient to permit AGS to locate the material.
- (d) Information reasonably sufficient to permit AGS to contact you as the complaining party, such as an address, telephone number, and, if available, an e-mail address at which you may be contacted.
- (e) A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law.
- (f) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

AGS's agent for notice of claims of copyright or trademark infringement can be reached at info@amateurgolfsociety.com.

Please also note that for copyright infringements under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Submitting a DMCA Counter-Notification

We will notify you that we have removed or disabled access to copyright-protected material that you provided if such removal is pursuant to a valid Digital Millennium Copyright Act, 17 USC

Section 512 *et seq.* (“DMCA”) take-down notice that we have received. If you receive such notice from us, you may provide us with a counter-notification, in writing, to AGS’s designated agent that includes all of the following information:

- (a) Your physical or electronic signature;
- (b) Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
- (c) A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- (d) Your name, physical address, and telephone number, and a statement that you consent to the jurisdiction of a court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which AGS may be located, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

Termination of Infringers

AGS reserves the right, at its sole discretion, to terminate the account or access of any user of the Website who is the subject of DMCA or other infringement notifications

10. INTELLECTUAL PROPERTY

The Services, the content, any materials or information downloaded, and all intellectual property pertaining to or contained on the Services (including but not limited to copyrights, patents, database rights, graphics, designs, text, logos, trade dress, trademarks, and service marks) are owned by AGS or third parties; all rights, title, and interest will remain the property of AGS and/or such third-party owner, as applicable. All content is protected by trade dress, copyright, patent, and trademark laws, as well as various other intellectual property and unfair competition laws.

You are authorized to view and retain a copy of pages of the Services only for your own personal, non-commercial use. You may also view and make copies of relevant documents, pages, images, or other materials on the Services for the purpose of transacting business with us. You may not tokenize copies of the pages of the Services or any other content on the Services. You agree that you will not duplicate, publish, modify, create derivative works from, participate in the transfer of, or in any way distribute or exploit the Services, or any portion of the Services, for any public or commercial use, without our prior express written consent. Additionally, you agree that you: (a) will not remove or alter any author, trademark, other proprietary notice, or legend displayed on the Services (or printed pages produced from the Services), and (b) will not make any other modifications to any documents obtained from the Services other than in connection with completing information required to transact business with AGS.

11. SYSTEM OUTAGES, SLOWDOWNS, AND CAPACITY LIMITATIONS

At times, you may experience difficulty accessing the Services or communicating with AGS through the Internet, or other electronic wireless services, as a result of high Internet traffic, transmission problems, systems capacity limitations, or other problems. Any computer system or other electronic device, whether it is yours, ours, or an Internet service provider's, can experience unanticipated outages or slowdowns or have capacity limitations. AGS is not responsible for failure or delay of performance caused by such problems.

12. LINKS TO OTHER WEBSITES AND SERVICES

The Website may contain links to outside services and resources, the availability and content of which we do not control. We are not responsible for examining or evaluating, and we do not warrant the offering of these services and resources or the content of these websites.

We do not assume any responsibility or liability for the actions, products, and content of these and any other websites. Any concerns regarding any such services or resources should be directed to the service or resource.

13. SEVERABILITY/NO WAIVER

If any provision of these Terms of Use is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. AGS's failure to enforce the strict performance of any provision of these Terms or the additional terms and conditions for any product or service will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms or the additional terms and conditions.

Sections 4 (Term and Termination), 14 (Security), 15 (DISCLAIMERS: WEBSITE, SERVICES AND MATERIALS PROVIDED "AS-IS"), 16 (Limitation of Liability), and 17 (Indemnification) will survive any termination or expiry of these Terms of Use.

14. SECURITY

AGS makes no warranty whatsoever to you, express or implied, regarding the security of the Website, including with respect to the ability of unauthorized persons to intercept or access information transmitted by you through the Website. You acknowledge and agree that you are solely responsible for maintaining the security of your devices and passwords. AGS is not responsible for any losses resulting from the loss or theft of your device, the loss or theft of your information transmitted from or stored on your devices, or any losses arising from the use of your device by someone whom you have given access. You are required to notify us of any unauthorized use of the Website by using the contact information in the "**Contact Us**" section below.

Due to technical difficulties with the Internet, internet software or transmission problems could produce inaccurate or incomplete copies of information contained on this Website or the Services. Due to the ability to share certain content and materials, computer viruses or other destructive programs may also be inadvertently downloaded from this Website or the Services. AGS recommends that you install appropriate anti-virus or other protective software.

AGS SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SOFTWARE, COMPUTER VIRUSES OR OTHER DESTRUCTIVE, HARMFUL OR DISRUPTIVE FILES OR PROGRAMS THAT MAY INFECT OR OTHERWISE IMPACT YOUR USE OF YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING ON THIS WEBSITE OR THE SERVICES OR YOUR DOWNLOADING OF ANY USER MATERIALS OR OTHER CONTENT FROM THIS WEBSITE.

15. DISCLAIMERS: WEBSITE, SERVICES AND MATERIALS PROVIDED “AS-IS”

EXCEPT AS OTHERWISE PROVIDED EXPLICITLY HEREIN, THIS WEBSITE AND THE SERVICES ARE PROVIDED “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS,” WITHOUT REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. AGS DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE OR THE SERVICES (A) WILL MEET YOUR REQUIREMENTS, (B) THAT THEIR USE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR (C) THE CONTENT THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AGS, OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY REGARDING THE SERVICES NOT EXPRESSLY STATED IN THESE TERMS. YOU UNDERSTAND AND ACKNOWLEDGE THAT ADDITIONAL DISCLAIMERS, LIMITATIONS, AND NOTICES REGARDING THE SERVICES AND ITS CONTENT AND DATA MAY BE PROVIDED BY AGS FROM TIME TO TIME WITHIN THE SERVICES.

PLEASE NOTE THAT SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN REPRESENTATIONS OR WARRANTIES. AS SUCH, THE FOREGOING DISCLAIMER WILL APPLY TO YOU TO THE EXTENT PERMITTED BY APPLICABLE LAW.

NOTHING ON THE WEBSITE OR SERVICES SHALL BE CONSTRUED AS LEGAL, FINANCIAL, MEDICAL, OR OTHER ADVICE, AND YOU ARE SOLELY RESPONSIBLE FOR MAKING ALL DECISIONS TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS, CODES, OR STANDARDS.

WE DO NOT WARRANT THAT THE WEBSITE AND ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE SERVICES, THE MATERIAL, OR THE SOFTWARE RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.

16. LIMITATION OF LIABILITY

YOU AGREE THAT NONE OF THE PROTECTED PARTIES SHALL HAVE ANY LIABILITY TO YOU UNDER ANY THEORY OF LIABILITY OR INDEMNITY IN

CONNECTION WITH YOUR USE OF THE WEBSITE AND/OR SERVICE. YOU HEREBY RELEASE AND FOREVER WAIVE ANY AND ALL CLAIMS YOU MAY HAVE AGAINST THE PROTECTED PARTIES (INCLUDING BUT NOT LIMITED TO CLAIMS BASED UPON THE NEGLIGENCE OF ANY OF THE PROTECTED PARTIES) FOR LOSSES OR DAMAGES YOU SUSTAIN IN CONNECTION WITH YOUR USE OF THE SITE AND/OR SERVICE.

NOTWITHSTANDING THE FOREGOING PARAGRAPH AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE PROTECTED PARTIES, FOR ANY CLAIM, COST, DAMAGE, OR LOSS ARISING OUT OF OR RELATING TO THE SERVICES, INCLUDING FOR ANY WARRANTIES THAT MAY NOT BE EXCLUDED, SHALL NOT EXCEED THE LESSER OF THE AMOUNT YOU PAID TO US DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR \$10.00 (TEN DOLLARS) (USD) (THE “**LIABILITY CAP**”). AGS AND YOU AGREE THAT THE LIABILITY CAP SHALL INCLUDE ALL FORMS OF DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

17. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the AGS parties from and against any actual or threatened suit, actions, proceedings (at law or in equity), claims, losses, obligations, demands, damages, deficiencies, judgments, settlements, costs, liabilities, and expenses (including reasonable attorney’s fees, costs, penalties, interest, and disbursements) arising from or related to your conduct with respect to (1) your use of, access to, or misuse of the Website or Services; (2) your breach (or alleged breach) of any of the terms of the Terms of Use; or (3) any activity using your email address and password by you or any other person accessing the Website or Services using your account or email address.

Please note that some jurisdictions limit the extent to which a party may indemnify another. As such, the foregoing indemnity will apply to you to the extent permitted by applicable law.

18. RETURNS AND REFUNDS

Any products purchased through the Website are non-refundable. However, if you are not satisfied with a product and have reason to suspect it is defective, please contact us and we will do our best to make sure you are happy. You may request a refund or replacement for items that arrive defective or damaged.

To request a refund for a defective Product, please email with the following information: (i) order number; (ii) the item to be returned; (iii) date of order; (iv) your full name; (v) your full address and phone number; and (vi) an explanation of the defect. Upon receiving this information, we will assess the request and provide the procedure for the return, if applicable

19. CHANGES

You are responsible for reviewing these Terms regularly. AGS reserves the right, at any time, without notice to you, and in its sole discretion, to modify or discontinue the Services, these Terms, or any of our policies related to use of the Services. We will not amend the Arbitration Provision or Class Action Waiver, described below, in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision and Class Action Waiver in its entirety. Revisions to these Terms or our policies may be provided through the Services, including by posting the revisions on the Services and updating the “Last Updated” date. Such revisions will go into immediate effect once posted to the Services. Continued use of the Services following such modifications to the Services, these Terms, additional terms and conditions for any service, or our other policies will constitute your acceptance of such modifications and revisions.

20. ARBITRATION PROVISION AND CLASS ACTION WAIVER (“the Arbitration Provision”)

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS; PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS OF USE.

Agreement to Arbitrate. Except as otherwise explicitly provided in this Arbitration Provision, AGS and any bank or financial institution with which AGS partners, together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns, and any of these entities’ employees, officers, directors, and agents and their successors, assigns, affiliates, and service providers (collectively, the “**Transaction Parties**”) and you can elect to resolve any past, present, or future dispute or claim (“**Dispute**”) arising from or relating in any way to (i) the use of the Services, (ii) these Terms of Use, or (iii) the relationship between you and any Transaction Party in connection with any of the foregoing that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules (“**the Consumer Rules**”) of the American Arbitration Association (“**AAA**”), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with the use of the Website or any of the foregoing on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in the same proceeding or a related proceeding.)

“Dispute” Defined. Except as otherwise explicitly provided in this Arbitration Provision, “Dispute” broadly includes, without limitation: any claims based in contract, statute, constitution, ordinance, tort, fraud, consumer rights, misrepresentation, equity, or any other legal theory; initial claims, counterclaims, cross-claims, and third-party claims; federal, state, and local claims; and claims which arose before the date of your use of the Services, including, but not limited to, any dispute or claim arising before the date you accessed the Website or agreed to these Terms of Use and any dispute or claim relating to (by way of example and not limitation): (i) the use, denial, or termination of the Services and/or the events leading up thereto; (ii) any disclosure, advertisement, application, solicitation, promotion, or oral or written statement, warranty, or representation made by or on behalf of a Transaction Party; (iii) any product or service provided by or through a Transaction Party or third parties in connection with the use of the Services or the relationship between you and a Transaction Party and any associated fees; (iv) a Transaction Party’s use or failure to protect any personal information you give a Transaction Party in connection with the use of the Services or your relationship with the Transaction Party; (v) enforcement of any and all of

the obligations a party may have to another party in connection with the use of the Services or agreement governing the same; or (viii) compliance with applicable laws and/or regulations.

Exceptions to “Dispute.” Notwithstanding any of the foregoing: (i) disputes or controversies about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about these Terms of Use or your agreements governing the use of the Services or with Transaction Parties as a whole are for an arbitrator and not a court to decide; (ii) any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights, will not be subject to binding arbitration under this Arbitration Provision; and (iii) any party may proceed with their individual claims in small claims court (or an equivalent court) if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court’s (or the equivalent court’s) jurisdictional limits; but if that action is transferred, removed, or appealed to a different court, arbitration can be elected. Moreover, this Arbitration Provision will not apply to any Dispute that was already pending in court before this Arbitration Provision took effect.

Governing Law. The Federal Arbitration Act (“FAA”), 9 U.S.C. 1 et seq., and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow applicable substantive law, consistent with the FAA, and the terms of these Terms of Use and any agreement governing the use of the Website. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final, subject to any appeal rights under the FAA, and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

JURY TRIAL WAIVER. YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Arbitration Procedures. Either you or a Transaction Party can initiate arbitration through the AAA or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (*i.e.*, the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve and we cannot agree on a substitute, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitrator must be a practicing attorney with ten or more years of experience practicing law or a retired judge. Any arbitration will be governed by the then-current Consumer Rules, and its Procedures for the Resolution of Disputes through Document Submission (“**Document Submission Procedures**”). For more information about the AAA and its rules, you may contact the AAA at American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 1-800-778-7879, www.adr.org. The Document Submission Procedures are included in the Consumer Rules. The parties shall pay filing, administrative and arbitrator fees in accordance with the Consumer Rules. If you cannot afford to pay your share of the fees and

cannot obtain a waiver from the AAA, you can make a written good faith request for a Transaction Party to pay or advance such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law, these Terms of Use or an applicable agreement gives a party the right to recover such expenses from the other party. If the arbitrator determines that any party's claim or defense is frivolous or wrongfully intended to oppress or harass the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party if such sanctions could be imposed under Rule 11 of the Federal Rules of Civil Procedure. The arbitration will be conducted by a single arbitrator solely based on written submissions and will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. If an in-person hearing is necessary, it will be held in the federal judicial district in which you reside or at another location that is reasonably convenient to all parties.

CLASS ACTION WAIVER. You and the Transaction Parties each agree that if arbitration of a Dispute is elected, the Dispute will be resolved in arbitration (not in court) only on an individual basis and not as a class, collective or other representative action. To the fullest extent permitted under the FAA: (a) no arbitration will be joined or consolidated with any other unless all parties otherwise agree in writing; (b) there is no right or authority for any Dispute to be arbitrated on a class-action, collective action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than the Transaction Parties and/or you individually.

Miscellaneous; Conflicts. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative, or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with these Terms of Use, or your agreements governing the use of the Services, or with an arbitration provision in any agreement with a Transaction Party, this Arbitration Provision shall govern.

Survival; Severance. This Arbitration Provision shall survive termination of the Website or these Terms of Use or of any agreement into which you enter with a Transaction Party; and, further, you understand and agree that this Arbitration Provision applies not only to these Terms of Use but also to any subsequent agreement (including without limitation any agreement governing the use of Website or Services) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable with respect to a Dispute that does not seek public injunctive relief and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator

from awarding relief on behalf of third parties are unenforceable with respect to such claim and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

RIGHT TO OPT OUT: If you do not want this Arbitration Provision to apply, you must send us a signed notice within thirty (30) calendar days of the date on which you accept the Terms of Use. You must send the notice in writing (and not electronically) to 259 N. Radnor Chester Road, Suite 130, Radnor, PA 19087. You must provide your name, address, telephone number, and state that you “opt out” of the Arbitration Provision. Opting out will not affect the other provisions of these Terms of Use or any other agreement governing Website or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in these Terms of Use and any other agreement governing a Service or with Transaction Party. Please note that if you enter an agreement with a Transaction Party that contains a different arbitration provision with a right to opt out, opting out of this Arbitration Provision is not a rejection of the arbitration provision in the other agreement. You will need to separately opt out of the arbitration provision in the other agreement if you do not want it to apply.

21. MISCELLANEOUS

These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

This Website and the Services are solely directed to individuals residing in the United States. We make no representation that materials on this Website or the Services are appropriate or available for use in other locations. Those who choose to access this Website from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Anything not covered by the Arbitration Provision shall be governed by and construed in accordance with the laws of the State of Delaware (without regard to provisions relating to conflicts of law), except as to copyright and trademark matters, which are covered by American federal laws. You agree that any legal action or proceeding between AGS and you for any purpose concerning these Terms or the parties' obligations hereunder shall be resolved individually, without resort to any form of class action, exclusively in the United States District Court for the District of Delaware, or, if there is not subject matter jurisdiction, in the courts of the State of Delaware, and you agree to submit to the jurisdiction of these courts. You waive any venue, personal jurisdiction, and inconvenient forum objections or defenses to such courts.

To the extent applicable, these Terms of Use include the description of the Products that you purchase from us, and the cost, fees and/or charges payable by you for such Products. Subject to

any additional terms and conditions presented to you at the time of purchase of Products, these Terms of Use set out the entire agreement between us relating to the subject matter herein and supersede any and all prior or contemporaneous written or oral agreements between us.

AGS may assign its rights and duties under these Terms of Use at any time without notice to you.

No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

22. CONTACT INFORMATION

If you need to contact us regarding this Website, the Services, or these Terms of Use, please reach out to us at:

Amateur Golf Society of America, Inc.

Address: 259 N. Radnor Chester Road, Suite 130, Radnor, PA 19087

E-mail: info@amateurgolfsociety.com