

Terms of Use

1. Acceptance of Terms

Golfstat, Inc. operates this website (the “Site”) to provide scoring software for the golf tournament. You have ordered this software from Golfstat, Inc. for a single use related to your golf tournament. By accessing this Site, you agree to each of the terms and conditions set forth herein as well as in the Privacy Policy. Golfstat reserves the right to modify this Agreement and the Privacy Policy at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by this Agreement and Privacy Policy as modified.

2. Copyright/Trademark

The Site and the content are protected by copyright and trademark laws. You may use the Site for non-commercial, personal use only. You are prohibited from using any of the marks or logos appearing throughout this Site without prior written permission from Golfstat.

3. Links to Third Party Web Sites

Links on the Site to third party web sites are provided solely as a convenience to you. If you use these links, you will leave the Site. Such links do not constitute or imply an endorsement, sponsorship or recommendation by Golfstat of the third party, the third party web site or the information contained therein. Golfstat is not responsible for the availability of any such web sites, nor is it responsible or liable for any such web site or the content therein.

4. Usage of Site

You agree to identify yourself as the user of the Site. You are responsible for maintaining the confidentiality of your member identification (username) and password within your organization, and you agree not to provide such member identification (username) and password to anyone outside your organization. You agree to accept responsibility for all activities that occur under your member identification and password. You also agree that any information supplied to the Site (contact information, results, etc.) will be your own factual information and not represent hypothetical information. You agree not to take any action, nor will you assist anyone in taking any action that might compromise the security of the Site, render the Site inaccessible to other users, or otherwise cause damage to the Site or the content. You will not attempt to access, nor will you assist anyone in attempting to access the content of the Site in any unauthorized manner, including but not limited to (1) the downloading or decrypting of any information from the Site, (2) creating any derivative work from the Site or its contents, or (3) using another’s member identification (username) or password to enter data or providing your member identification (username) or password to one outside your organization for data entry. You agree that you will not use, nor will you assist anyone to use any robot, spider, other automatic device, or manual process to monitor or copy the Site’s web pages or the content contained herein. You agree that you will not use, nor will you assist anyone to use any device, software or routine to interfere or

attempt to interfere with the proper working of the Site or any transaction being conducted on our Site.

You agree that any violation of this clause grants Golfstat the right to terminate your membership, and to pursue other remedies at law.

5. Disclaimer of Warranties

You understand that the information provided on this Site may come from a variety of sources. Some information may come from college web sites and other internet sources, and some may be supplied by coaches and other interested parties. As a result, the information may be subject to human error, incompleteness, timeliness issues, and other issues of data quality. GOLFSTAT MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SITE, THE SERVICE, OR THE CONTENT. GOLFSTAT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SITE. GOLFSTAT DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE WILL BE PERFORMED UNINTERRUPTED, NOR DOES IT WARRANT THE ACCURACY OR COMPLETENESS OF THE CONTENT OR THAT ANY ERRORS IN THE CONTENT WILL BE CORRECTED. THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

6. Limitation of Liability

IN NO EVENT SHALL GOLFSTAT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (A) THE USE OR INABILITY TO USE THE SITE, THE SERVICE, OR THE CONTENT, (B) ANY TRANSACTION CONDUCTED OR FACILITATED BY USE OF THE SITE, (C) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE SITE, THE SERVICE AND/OR THE CONTENT, (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, OR (E) ANY OTHER MATTER RELATED TO THE SITE, THE SERVICE OR THE CONTENT, EVEN IF GOLFSTAT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICE, THE CONTENT, OR THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE YOUR MEMBERSHIP AND DISCONTINUE USING THE SITE.

7. Indemnification

You understand that you are personally responsible for your behavior on the Site. You agree to indemnify, defend and hold harmless Golfstat and any third parties from and against all claims,

losses, expenses, damages and costs resulting from arising out of your use, misuse or inability to use the Site, the service or its content.

8. User Supplied Information

You agree that any material, information, or data that you transmit or post to the Site will be considered non-confidential and non-proprietary. For any such information transmitted or posted to the Site, you warrant that you have the legal right to post such information, it will not violate any law or the rights of any person or entity, and you grant Golfstat the royalty free, irrevocable, perpetual, worldwide right to use, distribute, display and create derivative works from such information. In the event that you provide Golfstat with an idea regarding a new or improved function for the Site, your idea will automatically become the property of Golfstat, without any compensation to you.

9. General Provisions

These terms of use constitute the entire agreement of the parties with respect to the subject matter hereof. If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes related to this Agreement will be interpreted in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions.

Additional or Alternative Provisions

1. Access to Information

You understand and agree that the scoring contact (i.e. athletic head coach, sports information director or SID representative, tournament director, or the on-site (i.e. physically present at the tournament location) scoring chairman), must be the initial user of the Site for your golf tournament. The scoring contact will be verified by the email address given during registration which will also be the email address that the username and password were sent to for your golf tournament. The scoring contact (or other on-site users designated by the scoring contact) will be allowed to update information within the Site related to your golf tournament. Such data must be entered in a timely manner relating to the date and time of the golf tournament. In the event that the data entered by the scoring contact (or their on-site designee) needs to be corrected, you grant Golfstat the right to update such information.

2. Membership and Cancellation

Your membership for this golf tournament is good only until the event has ended and the scoring has been completed. In the case of cancellation of a membership, you will receive a refund of the unused portion of the membership term.

3. Links to Golfstat

You may provide a link to [Golfstat.com](https://www.golfstat.com) from your college athletic web site or tournament site. Any such link must follow Golfstat's link guidelines.

Privacy Policy

This privacy policy sets out how Golfstat, Inc. uses and protects any information that you give us when you use this website. Golfstat is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement.

Golfstat may change this policy from time to time by updating this page. You should check this page to ensure that you are happy with any changes. This policy is effective from August 27, 2013.

What we collect:

We may collect the following information:

- Name(s)
- contact information including physical address, email address and phone numbers
- demographic information and other related information for athletes
- tournament results
- other information relevant to providing you services on the website

What we do with the information we gather:

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional email about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- We may use the information to customize the website according to your interests.

We will not otherwise provide personal information to third parties unless we have your permission or are required by law.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by

gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our website, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.