

Privacy

PACESETTER TECHNOLOGY, LLC

PRIVACY STATEMENT

By using this Application (the “App”) you (the “user” or “you”) agree to be bound by these Terms of Use, including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

1. Acknowledgement and Acceptance of Terms

These Terms of Use govern your access to and use of the App, any text, graphics, audio, images, data, messages, information or other materials available through the App (the “Content”) and the services provided through your use of the App (the “Services”).

Pacesetter Technology hereby licenses the App to you upon the express condition that you accept all of the terms contained in this Agreement. By downloading, installing, accessing or using the App, you have acknowledged that you understand all the terms contained in this Agreement and agree to be bound by these Terms of Use. If you do not accept these Terms of Use, then you may not install or use the Application and must uninstall and delete it immediately.

We reserve the right to modify, suspend, discontinue or restrict use of the App, any portion thereof or any Content at any time with or without notice to you.

2. Account Setup

In order to access, use or receive certain services, you will need to create an account (“Account”) by providing us with your name, email address and zip code. In creating an Account, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services.

You are responsible for taking all steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to: (i) control the dissemination and use of your Account; and (ii) promptly inform us of any need to deactivate an Account.

3. Content

All Content, including but not limited to the design, structure, arrangement and look and feel of such Content, is owned by or licensed to us and is protected by copyright, trademark and/or other intellectual property rights and laws.

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4. License to Application

Subject to your compliance with these Terms of Use, Pacesetter grants you a non-exclusive, non-transferable single user license to download and install one copy of the App to your smartphone device, and to access and use the Service, solely for your own personal, non-commercial use. You may not assist or direct any third party to: (i) copy, modify or distribute the App for any purpose; (ii) disassemble, decompile, reverse engineer or otherwise convert any part of the App to source code or a human-perceivable form; (iii) adapt, modify or create a derivative work of the App (iv) transfer, sublicense, lease, lend, rent or otherwise distribute the App or the Service to any third party; (v) decompile, reverse-engineer, disassemble, or create derivative works of the App or the Service; (vi) make the functionality of the App or the Service available to multiple users through any means; or (vii) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use; (viii) remove, alter or delete any markings or statements regarding the author of the App or any trademark, service mark, copyright notice or proprietary notice affixed thereto; or (ix) take any action that jeopardizes, limits or interferes with Pacesetter's ownership and rights in the App.

The App may prompt you to download or may automatically download and install updates from us from time to time. These updates are designed to improve, enhance and further develop the App and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive and/or download such updates (and permit us to deliver these to you with or without your knowledge) as part of your use of the App.

5. Account Information

Member Directory information is password protected and only made available to the membership. You may enable, upload, submit, make available or otherwise transmit location information, text, graphics, personal information or other materials such as your golf handicap, golf scores and pace of play information ("Data") to us through the Service. By enabling, uploading, posting, submitting or otherwise transmitting any Data through the Service, you hereby grant to Pacesetter a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such

Data through or by means of the Service. Notwithstanding the foregoing, in the event of transfer of your Data to a third party in accordance with these Terms of Use, Pacesetter will only provide such Data in an anonymized format to such third party. Pacesetter does not claim any ownership rights in your personal information and nothing in this Agreement will be deemed to restrict any rights that you may have to such Data.

6. Email Communications and Push Notifications

Upon download of this App, you are provided the option to receive push notifications on your mobile device. This may include promotional communications, offers, and system messages pushed to your mobile device (“Push Notifications”). You may, at any time following download of this App, opt out of receiving Push Notifications by adjusting your settings to “off”

7. Ownership

The App and the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Use, Pacesetter and its licensors exclusively own all right, title and interest in and to the App and the Service, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the App and the Service. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the App or Service (Feedback) will be the sole and exclusive property of Pacesetter and you hereby irrevocably assign to Pacesetter all of your right, title and interest in and to all Feedback. You further acknowledge and agree that any information related to pace of play and similar statistics (“Pace of Play Data”) shall be the sole and exclusive property of Pacesetter and you hereby irrevocably assign to Pacesetter all of your right, title and interest in and to all Pace of Play Data.

8. Third Party Services

The Service contains or links to Content and third party services and resources (“Third Party Services”) including but not limited to credit card processing for food and beverage orders. You acknowledge and agree that Pacesetter is not responsible and will have no liability to you for: (i) the availability or accuracy of such Third Party Services; (ii) the quality of food or beverages provided by any golf clubs or restaurants; (iii) the delivery time or method of delivery of food or beverages; and/or (iv) any functions provided by any golf clubs or restaurants. The availability of such Third Party Services does not imply any endorsement by Pacesetter of such Third

Party Services or the content, products, or services available therefrom. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Third Party Services.

You are responsible for payment for any Third Party Services, including but not limited, to the purchase of food and/or beverages that you purchase through the App. We do not collect or store your credit card information, are not liable for any damages related to your purchase of Third Party Services or provision of credit card information to a provider of Third Party Services.

9. Termination

If you breach any of these Terms of Use, Pacesetter retains the right to immediately suspend, disable or terminate your Account or your access to or use of the Service. Any suspension or termination will not affect your obligations to Pacesetter under this Agreement (including, without limitation, ownership, confidentiality, indemnification and limitation of liability). In the event of such termination, you will immediately cease all use of the Application and Software.

10. Use of the Service at Your Own Risk

Your access to and use of the Service is at your own risk. You acknowledge and agree that you are responsible for using the Application and accessing the Service at all times in a safe manner and when traffic conditions permit and Pacesetter disclaims any and all liability associated with your use of the App and the Service.

11. Disclaimer of Warranties, Limitation of Liability and Indemnity

THE APP AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENTNESS, FREEDOM FROM INTERRUPTION, VIRUSES OR OTHER DEFECT, AND NON-INFRINGEMENT. YOUR SOLE REMEDY AGAINST US FOR DISSATISFACTION WITH THE APP OR ANY CONTENT IS TO STOP USING THE APP OR ANY SUCH CONTENT. IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE SITES OR THE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify, and hold Pacesetter, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the App or Service or your violation of this Agreement.

12. User Submissions

If you make any submission to us, you agree that you will not send or transmit any communication or content that: (i) is defamatory, indecent, harassing or otherwise objectionable; (ii) infringes or violates any rights of any party; or (iii) contains a virus or corrupted data.

All e-mail and other correspondence that you submit to us shall become our sole and exclusive property.

13. Notices

We may send you notice with respect to the App by sending an email message to the email address listed in your account, by pushing a notification to the App or by posting on the Site. Any notices will be deemed delivered to the party receiving such communication on the date of transmittal or posting, as applicable.

14. Governing Law, International Use

The Terms of Use will be governed by and construed in accordance with the internal laws of the State of Florida, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in St. Johns County, Florida, and waive any objection to such jurisdiction or venue.

Although the App may be accessible worldwide, we make no representation that materials on the App are appropriate or available for use in locations outside the United States, and accessing the App from territories where its use is illegal is prohibited.

15. Entire Agreement

The Terms of Use represent the entire agreement between you and us with respect to the subject matter addressed herein and supersede all prior to contemporaneous agreements or understandings, written or oral. The Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.

16. Waiver

Any failure by us to enforce or exercise any provisions of the Terms of Use shall not constitute a waiver of that right or provision. Our failure to act with respect to a

breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.

17. Attorneys and Accountants Fees

In any action to enforce the Terms of Use, the prevailing party shall be entitled to attorney's and accountant's fees and costs.

18. Severability

If any court or other tribunal of competent jurisdiction finds or holds any provision of these Terms of Use to be void, invalid, illegal or otherwise unenforceable, the remaining provisions of this Agreement will remain in full force and effect.