

## **WEBSITE TERMS AND CONDITIONS**

These Terms and Conditions govern the use and access to information and resources owned and operated by Creek Links, LLC, a Delaware limited liability company (“Company”), which includes ***www.creeklinks.com*** (“Site” or “Website”). User (“Your” or “Your”) use of the Site and any information provided on the Site is subject to the following terms which form an agreement between You and Company.

### **INTRODUCTION**

The Website Terms and Conditions (these Terms or these Website Terms and Conditions) contained herein on this webpage, shall govern Your use of this Website, including all pages within this Website (collectively referred to herein below as this Website). These Terms apply in full force and effect to Your use of this Website and by using this Website, You expressly accept all terms and conditions contained herein in full. You must not use this Website, if You have any objection to any of these Terms. This Website is not for use by any minors (defined as those who are not at least 18 years of age), and You must not use this Website if You a minor.

### **INTELLECTUAL PROPERTY RIGHTS**

Other than content You own, which You may have opted to include on this Website, under these Terms, Company and/or its licensors own all rights to the intellectual property and material contained in this Website, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in these Terms.

### **RESTRICTIONS**

You are expressly and emphatically restricted from all of the following: (1) Publishing any Website material in any media; (2) Selling, sublicensing and/or otherwise commercializing any Website material; (3) Publicly performing and/or showing any Website material; (4) Using this Website in any way that is, or may be, damaging to this Website; (5) Using this Website in any way that impacts user access to this Website; (6) Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity; (7) Engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website, or while using this Website; or (8) Using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from access by You and Company may further restrict access by You to any areas of this Website, at any time, in its sole and absolute discretion. Any user ID and password You may have for this Website are confidential and You must maintain confidentiality of such information.

### **YOUR CONTENT**

In these Website Terms and Conditions, *Your Content* shall mean any audio, video, text, images or other material You choose to display on this Website. With respect to Your Content, by displaying it, You grant

Company grant Company a non-exclusive, worldwide, irrevocable, royalty-free, sub-licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be Your own and must not be infringing on any third party's rights. Company reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

**NO WARRANTIES**

This Website is provided as is, with all faults, and Company makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to You.

**LIMITATION OF LIABILITY & INDEMNIFICATION**

In no event shall Company, nor any of its officers, directors and employees, be liable to You for anything arising out of or in any way connected with Your use of this Website, whether such liability is under contract, tort or otherwise, and Company, including its officers, directors and employees shall not be liable for any indirect, consequential or special liability arising out of or in any way related to Your use of this Website.

You hereby indemnify to the fullest extent Company from and against any and all liabilities, costs, demands, causes of action, damages and expenses (including reasonable attorney's fees) arising out of or in any way related to Your breach of any of the provisions of these Terms.

**MODIFICATION OF TERMS**

Company is permitted to revise these Terms at any time as it sees fit, and by using this Website You are expected to review such Terms on a regular basis to ensure You understand all terms and conditions governing use of this Website.

**ASSIGNMENT**

By accessing the Site, You are consenting to Our processing of Your information as set forth in this Privacy Policy now and as amended by Us. "Processing," means using cookies on a computer/handheld device or using or touching information in any way, including, but not limited to, collecting, storing, deleting, using, combining and disclosing information, all of which activities will take place in the United States of America.

**SEVERABILITY**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, then You agree that the remaining provisions shall be deemed to be in full force and effect subsequent to the expungement of the invalid provision.

**AFFILIATIONS**

Venue booking services for the Company are provided by YOURGOLFBOOKING.COM LTD., ("YGB") through the domain

yourgolfbooking.com. Relevant YGB terms and policies are published and accessible at: (1) <https://yourgolfbooking.com/legal/terms/customer-terms-27-04-2021>; and (2) <https://yourgolfbooking.com/legal/terms/privacy-policy-27-04-2021>.

#### **LAW & DISPUTES**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware. Any dispute under this Agreement shall be required to be resolved by binding arbitration. If an arbitrator, Company and You shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

#### **USER ACCEPTANCE & WARRANTY**

Your use of the Site constitutes Your Acceptance of the terms and conditions stated herein. BY ACCESSING AND/OR USING THE SITE YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THE TERMS AND ABIDE BY ALL THE REQUIREMENTS DESCRIBED IN THESE TERMS AND CONDITIONS.