

TEEUP TERMS OF USE

LAST MODIFIED ON 10/09/2021

This Terms of Use (the "Agreement") applies to TeeUp and the facilities herein. TeeUp facilities and services include, but are not limited to, TeeUp golf simulators, restrooms, equipment and anything on or within the TeeUp premise.

DURING USAGE OF THE TEEUP FACILITIES AND SERVICES, PLEASE BE AWARE OF YOUR SURROUNDINGS AND PLAY SAFELY!

NAME _____ DATE ____/____/____ EMAIL _____

ADDRESS _____ PHONE NUMBER _____

1. Acceptance of Terms. By continuing to use the Facilities and Service, you agree as follows:

1. You understand that this Agreement is a legally binding agreement and the equivalent of a signed, written contract;
2. You will use the Facilities in accordance with applicable laws and regulations and in accordance with the terms and conditions in this Agreement as it may be amended by TeeUp from time to time;
3. You understand, accept, and have received this Agreement and its terms and conditions, and acknowledge and demonstrate that you can access this Agreement;
4. The use of our Facilities is at your own risk;
5. You won't engage in any other activity which could lead to injury, death, damage to property, or any other kind of legal liability.

If you do not agree with the terms and conditions in this Agreement, please discontinue all further use of the Facilities.

2. Your Safety; Liability and Assumption of Risk

1. **Your Safety.** When using the Facilities, you agree to the following terms regarding your safety and our liability:

1. You agree to **always be aware** of your surroundings while using the Facilities. This includes watching out for other people and your immediate environment.
2. You agree that your use of the Facilities is at your own risk, and that it is your responsibility to obtain and maintain any insurance policies (including health, liability, personal injury, medical, life, and others), that are reasonably necessary for any injuries that may be sustained while using the Facilities.
3. You agree not to violate (or encourage any third party to violate) any laws or regulations while using the Facilities.
4. You agree that you will supervise any minor children who are using the Facilities or any TeeUp Services, or if you are a minor, that you will have parental supervision when using the Facilities, at all times.

Without limiting the foregoing, you agree that you will not engage in any other activity which may reasonably result in injury, death, damage to property, or any other kind of legal liability.

2. **TeeUp Liability.** IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY INCLUDED IN THIS AGREEMENT, YOU AGREE THAT TEEUP, THEIR AGENTS, PARTNERS, PARENTS AND SUBSIDIARIES, AND EMPLOYEES ARE NOT LIABLE FOR ANY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LEGAL LIABILITY INCURRED BY YOU OR OTHERS WHILE USING THE FACILITIES.
3. **Assumption of Risk.** You agree that, by using the Facilities, you acknowledge and agree that if you engage in any activity in connection with the Facilities, you do so at your own risk. You understand and agree that use of the Facilities carries with it certain risks, known and unknown, including but not limited to the risk of personal injury, and fully assume that risk on your own behalf and on behalf of your heirs, assigns, and agents. This includes, without limitation, your participation in any activity in connection with the Facilities and any devices or equipment used in connection with the Facilities. You agree that you are voluntarily participating in these activities and assume all risks of injury including, without limitation, injuries or damages that may result from your use of the Facilities.
4. **Messages from TeeUp.** You understand that you may receive business-related communications from TeeUp through the Service or through email, such as product and other announcements, and administrative notices. You agree that these communications are not "unsolicited commercial email advertisements" and you agree to receive them. (Email messages will be accompanied by instructions for opting out.)

3. Your Account.

1. **Account Creation.** You may be required to register for an Account to use the Facilities. You may only create an Account if you are at least 13 years old. If you are at least 13 years old but still a minor in your jurisdiction, your parent or legal

guardian must establish an Account with us in order for you to access and use the Facilities. You may create an Account for free by signing up through a registration form. You are solely responsible for the activity that occurs on your Account. You agree to keep your Account and devices secure and to notify TeeUp **immediately** of any breach of security or unauthorized use of your Account.

2. **Accurate Information.** When creating your Account, you promise to provide accurate information related to your Account. You promise to keep this information updated so that it is accurate at all times.
3. **Suspension of Accounts.** TeeUp may, at our sole discretion, suspend or terminate your Account or your access to the Facilities should your conduct, in our sole determination, fail to conform with this Agreement or for any other reason.
4. **Your Username.** TeeUp may force you to change any of your screen names if (i) it is the name of another person, with the intent to impersonate that person, (ii) it incorporates the rights of a third party without appropriate authorization, or (ii) TeeUp deems it unacceptable by community standards.
5. **Account Privacy.** You agree that there is no expectation of privacy in connection with your interactions with other users in and through the Facilities. You further agree that the contents of any messages or other communication sent from your Account may be accessed, reproduced, or distributed by TeeUp as it sees fit. TeeUp will fully cooperate with law enforcement and other governmental entities in policing the content of the Service.
6. **Conduct Policy.** You are responsible for your conduct as a user of the Facilities. You agree that you will not engage in conduct which:
 - encourages, constitutes, or is threatening, bullying, abusive, obscene, sexually provocative or suggestive, or which in any manner could give rise to any civil or criminal liability under applicable law;
 - is or could be taken as slurs, hate speech, or attacks on individuals or groups;
 - is a solicitation or advertisement for any lewd or inappropriate personal conduct, commercial product, or activity;
 - encourages or constitutes behavior that does not support a safe and comfortable environment for all users, or makes the Facilities an uncomfortable experience for anyone;
 - restricts, inhibits, or discourages any other user from using the Service;
 - violates any local, state, federal or international laws or gives rise to civil liability;
 - uses or possesses programs to “crack” the Facilities or Service or other Internet security tools;
 - contains, or uploads files that contain, viruses, worms, corrupted files or data, or any other similar software or programs that may damage or inhibit the operation of the Facilities; or
 - anything else that TeeUp, in its sole determination, deems offensive or harmful to the Facilities or to TeeUp’s integrity or business.

4. Disclaimer of Warranties. Your use of the Facilities is entirely at your own risk. The Facilities provided by TeeUp on an as-is basis. TeeUp expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. TeeUp makes no warranty that (i) the Facilities will meet your requirements, (ii) that operation of the Facilities will be uninterrupted, timely, secure, or error-free, or (iii) the results that may be obtained from the use of the Facilities will be accurate or reliable. No advice or information, whether oral or written, obtained by you from TeeUp, or through the Facilities creates any warranty regarding the Facilities not expressly stated in this Agreement.

5. Limitation of Liability. You expressly understand and agree that TeeUp is not liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for loss of profits, goods, goodwill, use, data, or other intangible losses (even if TeeUp has been advised of the possibility of such damages), resulting from the use or the inability to use the Facilities or any other matter relating to the Facilities. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the liability of TeeUp and its affiliates will be limited to the fullest extent permitted by law.

6. Your Personal Information. Certain personal and other information that we collect, process, and share is subject to our Privacy Policy. As a condition of using the Service you agree to the terms of the Privacy Policy, as it may be changed from time to time. TeeUp Privacy Policy can be found on our website, www.teeupwaverly.com.

7. Disclosures Required by Law. TeeUp reserves the right to disclose any information, including personally identifiable information about you, as necessary to satisfy any applicable law, regulation, legal process, or governmental request. TeeUp reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing TeeUp to disclose the identity of any user believed to be in violation of this Agreement.

By accepting this Agreement, you waive all rights and agree to hold TeeUp harmless from any claims resulting from TeeUp during or as a result of its investigations or from any actions taken as a consequence of investigations by either TeeUp or law enforcement authorities.

Signature _____

Date _____