

## **TERMS AND CONDITIONS FOR USE OF THE [www.pi2-fgolf.com](http://www.pi2-fgolf.com) WEBSITE**

Thank you for visiting the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website.

By applying for access to the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) you agree to be bound by the terms and conditions set out below.

### **1. DEFINITIONS**

The following definitions apply within these Terms & Conditions:

- 1.1 **“Conditions”** means these terms and conditions.
- 1.2 **pi2-f © pi2-fgolf © pi2-f © pi2-fgolf ©** all refer to the registered copyright work **J pi2-f Bm ©**. They are all synonymous with each other where these Terms & Conditions ever refers to them.
- 1.3 **“Website/the Site”** – means the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website.
- 1.4 **“Personal Information”** means the details provided by you to us.
- 1.5 **“Us/we/our/Site owner/Website Owner”** – refers to the owner(s) of the website [www.pi2-fgolf.com](http://www.pi2-fgolf.com) and the owner of the registered copyright work **J pi2-f Bm ©** on which the underlying concept of the website, and subsequent variations, are based.
- 1.6 **“You/your/yours/User/the Client”** – refers to any individual officially registered and authorised to access and use the website.
- 1.7 **“Applicant”** – means anyone attempting to obtain official access to the website by means of Registration.
- 1.8 **“Venue”** – means any real and genuine golf facility/business/place registered with the website.
- 1.9 **“Registration”** – means the process of obtaining official access to the website.
- 1.10 **“Payment/Fee”** – means the cost of receiving the first pi2-fgolf assessment/result © during the allocated 12-month website access period.
- 1.11 **“Trial Period”** - means the period of days offered to new Users as originally indicated when the website went live on the internet or by subsequent offers indicated on the website Home Page or official email notification via [info@pi2-fgolf.com](mailto:info@pi2-fgolf.com).
- 1.12 **“Fully-paid”** – means anyone eligible to access the website to receive a pi2-fgolf assessment/result ©
- 1.13 **“Free access”** means the period of 12 months available for ‘eligible club officials’ and other paid-up Users to access the website during which time the paid-up User must obtain the single pi2-fgolf assessment/result © they have paid for.
- 1.14 **“Parties”** – means the Website Owner and the Website User.
- 1.15 **“pi2-fgolf result”** – means the unique **assessment** of a round of golf provided by the Website (also to be referred to as **pi2-f**).
- 1.16 **“pi2-f User Area”** - your personal access to the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website where scorecard Gross Scores can be entered, assessed and stored.
- 1.17 **“Competition”** – Any format provided by the website that compares the pi2-fgolf assessments selected from different pi2-fgolf User Areas.

### **2. TERMS AND CONDITIONS**

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY.

This Agreement sets out the Terms and Conditions relating to the online content provided that “the Website Owner” will provide to you “the User”.

#### **ACCEPTANCE OF TERMS**

- 2.1 By accessing the content of [www.pi2-fgolf.com](http://www.pi2-fgolf.com) you agree to be legally bound by the Terms and Conditions set out herein and that you accept our Privacy Policy.
- 2.2 If you object to any of these Terms and Conditions you must not enter the Site.
- 2.3 If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate your access to this Website.
- 2.4 You agree that we may terminate your password, pi2-fgolf User Area including all contents therein, or cancel your access to, or use of, the Website without prior notice if you do not fully abide by the provisions of these Terms & Conditions,
- 2.5 You agree that you shall not use the Website for illegal purposes, and will obey all applicable laws and regulations.
- 2.6 You agree not to use the website in a way that may adversely affect the performance, corrupt the content or otherwise reduce the overall functionality of the Website.
- 2.7 You also agree not to compromise the security of the Website or attempt to gain access to

- secured areas or sensitive information.
- 2.8 You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the Terms and Conditions set out in this agreement.

### **3. MODIFICATIONS**

- 3.1 We reserve the right at our sole discretion to add, change, modify or remove any part of these Terms and Conditions and we reserve the right to do so without your consent.
- 3.2 We may also enhance these Terms & Conditions with additional Terms and Conditions relating to specific website content or features. You acknowledge and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.
- 3.3 Your subsequent use of the Website will be deemed as acceptance of such changes to this Agreement whether or not you have reviewed them. Users are strongly advised to regularly check the Terms and Conditions of this Agreement.
- 3.4 In our sole discretion and without prior notice or liability, we may alter, discontinue or modify any aspect of the Website, including, but not limited to,
- (i) the availability of the website
  - (ii) the use of the website
  - (ii) terminating any User's right to access the Website.

### **4. REGISTRATION AND PAYMENT**

- 4.1 To use the website you must register and set up a personal pi2-golf User Area.
- 4.2 Once your personal pi2-golf User Area is created on the website you must enter the Gross Scores from 3 separate rounds of golf you have recently played before your first pi2-golf assessment can be provided.
- 4.3 The website is provided 'as is' and if you choose to register or access your pi2-golf User Area you do so with the full knowledge and understanding that unless offered an official 'free trial period' a payment will be required to obtain a single unique pi2-golf assessment.
- 4.4 Once this payment has been processed you will be allocated time limited access to the website of one calendar year (365 days) during which you must obtain the single pi2-golf assessment you have paid for.
- 4.5 Having received the pi2-golf assessment paid for you may continue to use all the features of the website for the remainder of your unexpired one year access. During this time you may obtain as many additional pi2-golf assessments as you wish without any further payment.
- 4.6 Your access to the website will terminate without refund one calendar year after your payment was received irrespective of whether you have received the initial pi2-golf assessment paid for.
- 4.7 When your free access period expires the key pi2-golf functions contained within the Scorecards and Competitions tab areas will be denied to you until a new payment is made for the next single pi2-golf assessment. To renew your User Area for a further 365 days simply click on either the Scorecards or Competitions tabs, (whose text will have turned red) and you will be redirected to the payment screen.

### **YOU ARE NOT ALLOWED TO REGISTER, LOG INTO OR USE THIS WEBSITE UNLESS YOU ACKNOWLEDGE, ACCEPT AND FULLY AGREE TO THESE PAYMENT CONDITIONS OF USE.**

- 4.8 Registration is dependent on the applicant (or parent/guardian in the case of Junior registration) being legally entitled to pay to receive a pi2-golf assessment by debit or credit card. No other means of payment is accepted and the User must provide complete and accurate payment information to our current payment provider Nochex.
- 4.9 By submitting Credit or Debit card details to Nochex the User warrants that they are entitled to purchase pi2-golf assessment using those details.
- 4.10 In the event of an unauthorised payment the Website Owner reserves the right to suspend or terminate the User's access to the site.
- 4.11 Access to the website will not be available until official notification is received that payment has been successfully completed.
- 4.12 Processing the payment will be completed as promptly as possible but the Website Owner does not guarantee that this will be successful nor that access to the website will be available by any specified time.
- 4.13 Anyone under the age of 16 must be registered by a parent or legal guardian. In such instances both the applicant and parent/guardian must agree to be bound to these terms. This also applies to genuine Junior applicants over the age of 16 who do not possess their own debit or credit

- cards.
- 4.14 For the website to function as intended you must provide a personal and unique email address to enable all features of the website to be enjoyed.
  - 4.15 Only one registration per person is allowed and the registered User must accept full responsibility for keeping all registration information up to date.
  - 4.16 You agree to be responsible for maintaining the confidentiality of your password and all activities within your pi2-fgolf User Area.
  - 4.17 Your pi2-fgolf User Area and password are personal to you and must be kept confidential. You must not:
    - (i) Disclose your password to anyone else.
    - (ii) Use anyone else's pi2-fgolf User Area or allow anyone else to use yours.
    - (iii) Do anything which would assist non-registered users to access our website
    - (iv) Impersonate or try to impersonate another person.
    - (v) Create additional registration pi2-fgolf User Areas for the purpose of abusing the functionality and accuracy of the website, or in any way impede its use by other registered Users.
  - 4.18 You are responsible for everything done using your pi2-fgolf User Area. If you think that someone else may have access to, or be using, your password or record, you must change it as described in the User Guide and notify us immediately via the Contact Us link provided.
  - 4.19 The website cannot provide you with any unique pi2-fgolf assessments unless full details of the course being played have been pre-entered by venue officials, is live on the system and even then only if your pi2-fgolf User Area already contains data from three separate rounds of golf you have played (4.2).

## **5. SUSPENDING OR TERMINATING YOUR REGISTRATION**

### **Initiated by you (the User)**

- 5.1 To terminate your registered pi2-fgolf User Area simply allow your free access period to expire.
- 5.2 Unless you request otherwise, you will still be able to access your pi2-fgolf User Area but the main pi2-fgolf functions contained within the Scorecards and Competitions tab areas will be denied to you. This will enable your User Area to be fully re-activated should you subsequently decide to pay to obtain a further pi2-fgolf assessment.
- 5.3 Should we decide to close your pi2-fgolf User Area due to continued inactivity you will need to create a new pi2-fgolf User Area via the registration process in order to use the website again submitting 3 scorecards to obtain the first pi2-fgolf assessment.

### **Initiated by us**

- 5.4 If for any reason, we believe that you have not complied with these Terms and Conditions. we may, at our sole discretion and without prior notice, suspend or permanently cancel your access to the website. For example, if we believe that you have breached or will breach these Terms or someone has reported abuse. However, we are not obliged to do these things.
- 5.5 Should we suspend or terminate your registered pi2-fgolf User Area we will email you at the address you have registered with stating that the Agreement has been terminated.
- 5.6 The period of any suspension will depend on all the circumstances involved.
- 5.7 If your registration is suspended or terminated for any reason, you agree not to register, login or pay to try obtain another pi2-fgolf assessment from our Website using another Username, email address or through any other means.
- 5.8 If we have reason to suspect, in our sole discretion, that your pi2-fgolf User Area has previously been terminated, we reserve the right to terminate any new pi2-fgolf User Area you have registered without any notice to you, or to exercise any other remedies available to us under these Terms & Conditions of Use or by law.

### **Refunds**

- 5.9 Where cancellation is initiated by you a refund can be claimed subject to the following conditions:
  - (i) The cancellation must occur within your free 12-month access period.
  - (ii) Your website pi2-fgolf User Area must not have received a pi2-fgolf assessment/result at any time during your 12-month access period.
  - (iii) All payments to/from this website are facilitated by a third party (Nochex) and subject to their administrative costs. Any refund will be net of these costs.
- 5.10 No refund will be available for any pi2-fgolf User Area cancelled/suspended/terminated by us due to your breach of these Terms and Conditions.

## **6. COPYRIGHT**

- 6.1 All intellectual property rights of [www.pi2-fgolf.com](http://www.pi2-fgolf.com) such as, but not limited to, the pi2-golf concept, algorithm, outcomes, displays, trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the Website [www.pi2-fgolf.com](http://www.pi2-fgolf.com) remain the property of the registered copyright holder of J pi2-f Bm©.
- 6.2 By using the Website you agree to respect the intellectual property rights of its owner(s) and will refrain from copying, downloading, reproducing, printing, transmitting or exploiting for commercial purpose any material contained within the Website.
- 6.3 No individual or business organisation is to make use of the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website for their Own marketing or promotional purposes without the prior written consent of the website owner.

## **7. USE OF MATERIAL APPEARING ON THE WEBSITE**

- 7.1 Your use of the website is for your own personal, social and non-commercial use only.
- 7.2 You acknowledge that the website owner is the sole owner of all content on the website, including without limitation, all applicable copyrights, logos, patents, trademarks, trade secrets, trade names, and all other intellectual property rights, also all audio, graphics, images, logos, text, video and any other material appearing on the website.
- 7.3 The website is protected by the copyright laws and other intellectual property laws of the United Kingdom and are protected worldwide by all applicable international copyright treaties.
- 7.4 All eligible [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website Users must have internet and email capabilities which provides all the content viewing required without the need for hardcopies. You are not to download or print any extract from any part of the website which are intended solely for viewing purposes only and then only by those authorised to do so. This restriction includes the use of the keyboard Print Screen key or similar.
- 7.5 Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and view this Website and the material provided herein for your personal, non-commercial use, provided that you comply fully with all the provisions of these Terms & Conditions.
- 7.6 When you submit Gross Scores, you agree and represent that they are true and accurate results from an actual round of golf you have played whether competitive or social.
- 7.7 You remain the owner of the content you enter (Gross Scores), but by submitting such data you are granting the website (and its owner) unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual, worldwide licence to use this data for the purpose of keeping the functionality of the website up-to-date.
- 7.8 The website owner or authorised third parties, reserve the right to refuse to accept your Gross Score data input at their sole discretion and may remove your content from use at any time.
- 7.9 The Website owner accepts no liability in respect of any data submitted by users.
- 7.10 The website owner assumes no responsibility for the deletion or failure to store data submitted by you or other users to the Site.
- 7.11 All golf venue and course information available on this website have been submitted in good faith either by, or with the prior consent of, an incumbent official at each venue. Identifiable venue officials at each venue have exclusive editing access to this data and only they can amend any course data errors and omissions that are subsequently found to exist. The website owner accepts no responsibility for the accuracy of this data.

## **8. WHAT YOU ARE NOT ALLOWED TO DO**

- 8.1 Unless otherwise stated in these Terms, you must not (whether directly or indirectly) copy, distribute, download, make available, store, sell or offer to sell all or any part of the content or website, or download or otherwise copy (whether directly or indirectly) any content, files or data from the website for publication or database purposes of any kind whatsoever.
- 8.2 You must not submit any material to our website that:
  - (a)
    - (i) Is deliberately intended to upset or harm other pi2-fgolf Users.
    - (ii) Degrades, harasses, intimidates or victimises an individual or group of individuals including without limitation, age, citizenship, colour, creed, disability ethnicity, gender, marital status, military status, national origin, race, religion or sexual orientation.
    - (iii) Is, abusive, blasphemous, defamatory, discriminatory, false, harmful, libellous, malicious, misleading, offensive, threatening, tortuous or in any way unlawful.
    - (iv) Indecent, obscene, of a sexual nature or vulgar.

- (v) A breach of confidentiality or someone's privacy or otherwise invasive in any form.
  - (vi) Harm minors in any way, or solicit or otherwise attempt to gain any information from a Minor.
  - (vii) Could prejudice any active legal proceedings already known to you.
- (b) is likely to:
- (i) Cause someone alarm, anxiety or distress.
  - (ii) Encourage racial or religious hatred, violence of any form or be otherwise Objectionable.
  - (iii) Use the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website as a medium for external commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services without prior expressed written consent..
- (c) Infringes any intellectual property rights, such as copyright and trade marks. You must own the rights the Gross Scores you submit or in the case of Officials must obtain permission from the rights owner to submit the venue and course details.
- (d) Is harmful to the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website program code (including, without limitation, computer viruses, corrupted data or other malicious software, harmful components, or harmful data, logic bombs, Trojan horses or worms). This includes the transmitting of any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of this website or any connected computer software, hardware or telecommunications equipment.
- (e) Advertise any product or service, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial email for solicitation purposes.
- (f) Impersonate any other User of this website, any other person or entity or otherwise misrepresent your own identity.
- (g) Is in breach of these Terms and Conditions or our Privacy Policy.
- (h) Encourage or impart conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful.
- (i) Provide data that you do not own.
- 8.3 You must not include links on this Site to any other website or webpage.
- 8.4 You must not try to get round any protections we put in place for the security and functionality of this Site.
- 8.5 You must not re-submit content which you are aware has previously been removed.
- 8.6 **The pi2-fgolf Website Competitions**
- (a) You **MUST NOT create an open competition involving an entry fee** and general invitation to any [www.pi2-fgolf.com](http://www.pi2-fgolf.com) Website User for personal financial gain. Anyone discovered doing so will be in **IMMEDIATE** breach of these Terms and Conditions.
- (b) Clarification of 8.6(a)
- (i) An incumbent [www.pi2-fgolf.com](http://www.pi2-fgolf.com)-registered Venue Official may create an official Club competition involving an entry fee but strictly on the condition that:
    - Invitations to participate are restricted to members of that venue and solely for the purpose of raising additional revenue from its members for either the venue itself or a bone fide charity of the members' choosing.
    - The website owner will not be held liable for any funds raised through the use of any pi2-fgolf competitions created. Liability rests wholly and entirely with the official making use of the website for fund-raising purposes.
  - (ii) Any [www.pi2-fgolf.com](http://www.pi2-fgolf.com) Website User can create a social competition amongst fellow club members or family/friends from other venues. However, such competitions must not be created for the purpose of personal financial gain.

(iii) **That any incumbent and registered club Official using the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website to fund-raise for a charity that both the charity and this website are notified of your intention beforehand.**

(c)

As a User of the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website you must not accept any invitation to participate in any [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website competition that requests the prepayment of an entry fee unless it has been issued by a known official of your golf club for the purpose of raising funds for the club or a legitimate and genuine named charity.

(d)

You accept that any breach of these conditions regarding the imposition of an Entry Fee will result in the competition being terminated, your website access being immediately denied and all money raised/received from the Entry Fee donated to a charity nominated by [www.pi2-fgolf.com](http://www.pi2-fgolf.com).

## **9. WHAT WE ARE ALLOWED TO DO**

- 9.1 We reserve the right to publish, edit or remove all or part of your data including any personal details which you submit to us, at our sole discretion. We are not obliged to do any of these things and, with the exception of pi2-fgolf assessments, most probably will not.
- 9.2 You retain any copyright you may have in the Gross Score data or the venue/course details you enter. By submitting material to us, you grant us a royalty-free, irrevocable, non-exclusive, perpetual worldwide licence to use, make available, adapt, copy, edit, publish, translate, create derivative works from, communicate and distribute Your Content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. By submitting Your Content, you warrant that you have the right to grant this licence. Clause 9.2 means, for example (without limitation), that we can Remove Your Content, even if you have not breached these Terms & Conditions.

## **10. INDEMNIFICATION**

- 10.1 You agree to defend, indemnify, and hold harmless the Website, its owners, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you or any user of your User Area of these Terms and Conditions or privacy policy or arising out of a breach of your obligations, representation and warranties under these Terms and Conditions.

## **11. LIMITATION / DISCLAIMER OF LIABILITY**

- 11.1 To avoid any risk of confusion, and to the extent permitted at law, the website owner will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of using, viewing or reading any part of the website.
- 11.2 The website owner will not be liable for any funds raised through the use of
- 11.2 Apart from the payment provider Nochex and Google Translate © there are no links to other websites unless specifically named in these Terms and Conditions. Should such unauthorised links appear then it is understood that their use is not permitted. Failure to comply with this instruction is at the registered user's own risk.
- 11.3 We give no warranties of any kind concerning the website and we do not warrant that the Site or any of its contents is virus free. You must take your own precautions in this respect as the website owner accepts no responsibility for any infection by virus or other contamination or by anything which has destructive properties. Although every effort will be made to provide constant, uninterrupted access to the website, the website owner does not guarantee
- 11.4 Except for liability for fraudulent misrepresentation, we are not liable for:
- (a) Any action you may take as a result of relying on any information provided on this website or for any loss or damage suffered by you as a result of you taking this action;
- b) Any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the website;
- c) Any liability for losses which are not a foreseeable or a likely consequence of
- (i) Your use of the website, or
- (ii) A breach of these Terms & Conditions.

- 11.5 We are not responsible if you cannot access the website properly or at all because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser, a third-party server or the Internet.
- 11.6 The website relies on software to work and software has bugs. Whilst we will monitor the Site and try to fix bugs, we cannot guarantee that the Site or any individual feature of the Site will be error free, available all the time and/or free from viruses.
- 11.7 During the initial launch of the website (or subsequent indication on the website Home Page) a free trial period will be made available to new Users prior to any payment being required. This will provide Users with full first hand knowledge and experience of what the website is offering. The User agrees and accepts that they are fully responsible for any subsequent decision they make to pay for further access after this trial period.
- (i) It is paid as a result of their own free choice based on a full and complete understanding of what exactly the website is offering,
  - (ii) Fully understand what they will receive in return for their payment
  - (iii) That the website is provided 'as is'
- 11.8 Any free access trial periods made available are at the discretion of the website owner who will have complete freedom to introduce, adjust or discontinue these as required. New users will be fully notified on the website Home Page whether a free trial is available and the time period involved when first accessing the site.
- 11.9 YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN NO EVENT WILL THE WEBSITE OWNER OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO ANY PARTY FOR:
- (i) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITE, EVEN IF THE WEBSITE OWNER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
  - (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, THE WEBSITE OWNER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING THE WEBSITE OWNER'S LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

## **12. ADDITIONAL DISCLAIMERS**

- 12.1 The pi2-fgolf assessment/result© is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.
- 12.2 We do not warrant or guarantee that the availability of, or access to, the website will be uninterrupted and cannot provide any representation that using the Website will be error free.
- 12.3 Visitors to the Site agree that their use of the Website is at their own sole risk. The Site is provided "as is" and "as available," without warranty of any kind, either express or implied including but not limited to:
- (i) Any warranties concerning the availability, accuracy, appropriateness, compatibility, fitness for purpose, reliability, security of any components of the Website, timeliness or usefulness of the content of the Site.
  - (ii) Any warranties of title, warranty of non-infringement, or warranties of merchantable quality or fitness for a particular purpose.
- 12.4 The website owner also makes no representations and warranties as to any linked sites, whether authorised or unauthorised, and has no liability or responsibility with respect to your use of such sites.
- 12.5 This disclaimer of liability applies to any damages or injuries caused by the Site, including, without limitation, those damages or injuries occurring as a result of:

- (i) Any defect, deletion, error or omission in the content available on the Site.
- (ii) Any failure of performance due to communication line failure, computer virus, delay in operation or transmission, defect, deletion, error, interruption, omission, theft or destruction of User Areas, information or data, unauthorised access to, alteration of, or use of User Areas, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action.

### **13. NO WAIVER**

13.1 Our failure to insist upon or enforce any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right of the website owner.

### **14. SITE MAINTENANCE**

- 14.1 Making your use of the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the Site.
- 14.2 We will try to do scheduled maintenance without interrupting your access to the website but failing this will endeavour to do so during times when we anticipate that online use is lower than normal. You must accept this maintenance condition.
- 14.3 You also accept that we may need to undertake emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Site available again as soon as we think it is safe to do so.

### **15. DATA PROTECTION**

- 15.1 Please see our Privacy Policy for details of how personally identifiable information is collected and may be processed or shared with others. We will use your personal information in accordance with our Privacy Policy, which forms part of these Terms and Conditions. .
- 15.2 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. Please read our Privacy Policy now, which is incorporated into these Terms & Conditions by this reference, and you confirm that when using this Website, you consent to your personal data being used and processed in accordance with our Privacy Policy.

### **16. THIRD PARTIES**

- 16.1 With the possible exception of Google Translate © the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website does not contain or permit hyperlinks to websites operated by other parties. We do not control such unauthorised websites and we take no responsibility for, and will not incur any liability in respect of, their content.
- 16.2 At the time of website launch there is no third party advertising or links on this website. All authorised pi2-fgolf Users of this website will be notified in advance should such be allowed in future.
- 16.3 We are not liable or responsible for the third party content on this Site. Third party content includes, for example, any comments emailed by [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website Users.

### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Agreement will be governed by the laws of England and Wales and any User of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.

### **18. SEVERANCE**

- 18.1 If any part or provision of these Terms is found to be invalid, unlawful or unenforceable such provision shall be struck out. This shall not affect the validity of any other part or provision all of which shall remain in force.



## **19. CONTACT**

19.1

Starsam,  
International House,  
24 Holborn Viaduct,  
CITY OF LONDON,  
London  
EC1A 2BN

Email: [info@pi2-fgolf.com](mailto:info@pi2-fgolf.com)

\*Tel: (+44) 07788237072