



# **PENDERBROOK GOLF CLUB DISCLAIMER, TERMS OF USE & PRIVACY POLICY WEBSITE AGREEMENT**

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SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

### **Acceptance and Acknowledgement of Terms**

Use of this website constitutes acceptance of these Terms. You acknowledge that you have read and are bound by the Terms, as well as any other usage agreements of Ours, including the Website Terms of Use that may govern your conduct.

### **Privacy Policy**

Penderbrook Golf Club found at <https://www.penderbrookgolfclub.com/> (“Website”) is governed by the following privacy policy (“Privacy Policy”).

We respect your privacy and are committed to protecting it. The purpose of this Privacy Policy is to inform you what personally identifiable information we may collect and how it may be used. This statement only applies to this Website.

## WHAT INFORMATION DO WE COLLECT AND HOW IS IT USED?

**Information You Voluntarily Submit to the Website:** We may collect personal information from you such as your name or email address. For example, you may voluntarily submit information to the Website by leaving a comment, subscribing to a newsletter, or submitting a contact form. In addition, you are able to create a user profile, which allows you to create a username and password. We will store the username, but your password will not be visible in our records.

**Information We Collect from Others:** We may receive information about you from other sources. You may link your Facebook, Instagram, Twitter, Youtube and/or Google accounts to your user profile. If you choose to link your Facebook, Instagram, Twitter, Youtube and/or Google accounts to your user profile, we will receive your name, email address and profile picture associated with that account. The Website utilizes the Facebook commenting system, so if you choose to comment on a Website post, your profile picture will appear.

**Automatically-Collected Information:** We automatically collect certain information about you and the device with which you access the Website. For example, when you use the Website, we will log your IP address, operating system type, browser type, referring website, pages you viewed, and the dates/times when you accessed the Website. We may also collect information about actions you take when using the Website, such as links clicked.

**Cookies:** We may log information using cookies, which are small data files stored on your browser by the Website. We may use both session cookies, which expire when you close your browser, and persistent cookies, which stay on your browser until deleted,

to provide you with a more personalized experience on the Website.

## HOW YOUR INFORMATION MAY BE USED

We may use the information collected in the following ways:

- To operate and maintain the Website;
- To create your account, identify you as a user of the Website, and customize the Website for your account;
- To send you promotional information, such as newsletters. Each email promotion will provide information on how to opt-out of future mailings;
- To send you administrative communications, such as administrative emails, confirmation emails, technical notices, updates on policies, or security alerts;
- To respond to your comments or inquiries;
- To provide you with user support;
- To track and measure advertising on the Website;
- To protect, investigate, and deter against unauthorized or illegal activity.

## THIRD-PARTY USE OF PERSONAL INFORMATION

We may share your information with third parties when you explicitly authorize us to share your information.

Additionally, the Website may use third-party service providers to service various aspects of the Website. Each third-party service provider's use of your personal information is dictated by their respective privacy policies.

The Website currently uses the following third-party service providers:

Google Analytics – this service tracks Website usage and provides information such as referring websites and user actions on the Website. Google Analytics may capture your IP address, but no other personal information is captured by Google Analytics.

Cybergolf Email Hosting and Services – this service is used for delivery of email updates and newsletters. We store your name and email address for purposes of delivering such communications. Please refer to Cybergolf LLC’s privacy policy for further information.

At this time, your personal information is not shared with any other third-party applications. This list may be amended from time to time in the Website’s sole discretion.

Except when required by law, we will not sell, distribute, or reveal your email addresses or other personal information without your consent; however, we may disclose or transfer personal information collected through the Website to third parties who acquire all or a portion of our business, which may be the result of a merger, consolidation, or purchase of all or a portion of our assets, or in connection with any bankruptcy or reorganization proceeding brought by or against us.

#### ANONYMOUS DATA

From time to time, we may use anonymous data, which does not identify you alone, or when combined with data from other parties. This type of anonymous data may be provided to other parties for marketing, advertising, or other uses. Examples of this anonymous data may include analytics or information collected from cookies.

#### PUBLICLY VISIBLE INFORMATION



If you create a user profile on the Website or leave a comment, certain information may be publicly visible. To create a user profile, you must choose a username and password and input your email address for profile confirmation. Your email address will never be available publicly. At your option, you may also add an avatar, a profile description, and a link to your website.

You may also choose to link your Facebook, Instagram, and Google Account.

Users may see your username, avatar, profile description and website information.

## COOKIES

The Website uses cookies to store visitors' preferences, record user-specific information on what pages users access or visit, ensure that visitors are not repeatedly sent the same banner ads, customize Website content based on visitors' browser type or other information that the visitor sends. Cookies may also be used by third-party services, such as Google Analytics, as described herein.

Users may, at any time, prevent the setting of cookies, by the Website, by using a corresponding setting of your internet browser and may thus permanently deny the setting of cookies. Furthermore, already set cookies may be deleted at any time via an Internet browser or other software programs. This is possible in all popular Internet browsers. However, if users deactivate the setting of cookies in your Internet browser, not all functions of our Website may be entirely usable.

## Newsletters



On the Website, you may subscribe to our newsletter, which may be used for advertising purposes. All newsletters sent may contain tracking pixels. The pixel is embedded in emails and allows an analysis of the success of online marketing campaigns. Because of these tracking pixels, we may see if and when you open an email and which links within the email you click. Also, this allows the Website to adapt the content of future newsletters to the interests of the user. This behavior will not be passed on to third parties.

## RIGHTS RELATED TO YOUR PERSONAL INFORMATION

**Opt-out** – You may opt-out of future email communications by following the unsubscribe links in our emails. You may also notify us at [help@cybergolf.com](mailto:help@cybergolf.com) to be removed from our mailing list.

**Access** – You may access the personal information we have about you by submitting a request to [info@penderbrookgolfclub.com](mailto:info@penderbrookgolfclub.com).

**Amend** – You may contact us at [info@penderbrookgolfclub.com](mailto:info@penderbrookgolfclub.com) to amend or update your personal information.

**Forget** – In certain situations, you may request that we erase or forget your personal data. To do so, please submit a request to [info@penderbrookgolfclub.com](mailto:info@penderbrookgolfclub.com).

Please note that we may need to retain certain information for recordkeeping purposes or to complete transactions, or when required by law.

## SENSITIVE PERSONAL INFORMATION

At no time should you submit sensitive personal information to the Website. This includes your social security number, information regarding race or ethnic origin, political opinions, religious beliefs, health information, criminal background, or

trade union memberships. If you elect to submit such information to us, it will be subject to this Privacy Policy.

## CHILDREN'S INFORMATION

The Website does not knowingly collect any personally identifiable information from children under the age of 16. If a parent or guardian believes that the Website has personally identifiable information of a child under the age of 16 in its database, please contact us immediately at [info@penderbrookgolfclub.com](mailto:info@penderbrookgolfclub.com) and we will use our best efforts to promptly remove such information from our records.

## CONTACT INFORMATION

At any time, please contact us at [info@penderbrookgolfclub.com](mailto:info@penderbrookgolfclub.com) for questions related to this Privacy Policy.

Last updated: June 2019.

## DISCLAIMER

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#### LIMITATION OF LIABILITY

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### 3. Indemnification.

You agree to indemnify, defend and hold harmless Penderbrook Golf Club, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.

### 4. Third Party Rights.



The provisions of paragraphs 2 (Use of the Service), and 3 (Indemnification) are for the benefit of Penderbrook Golf Club and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the Service. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

#### 5. Term; Termination.

This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses and Idea Submissions), 2 (Use of the Service), 3 (Indemnification), 4 (Third Party Rights) and 6 (Miscellaneous) shall survive any termination of this Agreement.

#### 6. Miscellaneous.

This Agreement shall all be governed and construed in accordance with the laws of The United States of America applicable to agreements made and to be performed in The United States of America. You agree that any legal action or proceeding between Penderbrook Golf Club and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in The United States of America. Any cause of action or claim you may have with respect to the Service must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. Penderbrook Golf Club's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Penderbrook Golf Club may assign its rights and



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