

## TERMS OF USE

**Last Modified: February 2, 2021**

### **About This Website**

Welcome to [www.juniorgolfscoreboard.com](http://www.juniorgolfscoreboard.com) (“Site”). This Site is operated by New Business Associates, Inc. (“Junior Golf Scoreboard”). The Site is a sports and products information website. The Site also promotes “The Junior Golf Scoreboard” (“Scoreboard”), which tracks and monitors the sport of competitive junior golf. Junior golf comprises players who are 18 years of age and younger, as well as college players, who compete worldwide in golf stroke play competitions that are 36 holes or longer. The Scoreboard lists tournaments, tournament results, player rankings, and information about the sport as well as college recruiting. Premium content is available for sale, which includes golf and academic resume services, subscriptions to view more detailed ranking information, information regarding junior players for college coaches, email address campaigns, golf camp directory listings and enhanced tournament listings.

### **Acceptance of the Terms of Use**

These terms of use are a binding agreement entered into by and between you (“you” or “your”) and Junior Golf Scoreboard (“we,” “our,” or “us”). The following terms, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of the Site, including any content, functionality, and services offered on or through the Site.

Please read the Terms of Use carefully before you start to use the Site. **By using the Site, or by clicking to accept these Terms of Use when prompted by the Site, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which is incorporated herein by reference and also accessible via this link [www.juniorgolfscoreboard.com](http://www.juniorgolfscoreboard.com) and [www.njgs.com](http://www.njgs.com).** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

By using the Site or otherwise accepting these Terms of Use, you represent, warrant, and agree that you have the right, power, and authority to create a binding agreement with Junior Golf Scoreboard, fulfill your obligations under these Terms of Use, and will abide by all applicable laws and regulations with respect to your use of the Site.

### **Changes to the Terms of Use**

We may revise or update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Site so you are aware of any changes, as they are binding on you.

## **Accessing the Site**

You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

We reserve the right to withdraw or amend this Site and any service or material we provide on the Site in our sole discretion without notice. We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site to users, including registered users.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site and all other information collected on this Site is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

## **Your Account**

**If you use the Site, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer. You also agree to accept responsibility for all activities that occur under your account and password. You may not assign or otherwise transfer your account to any other person or entity.** You acknowledge that Junior Golf Scoreboard is not responsible for third party access to your account that results from theft or misappropriation of your account. Junior Golf Scoreboard reserves the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

## **Intellectual Property Rights**

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### **Prohibited Uses**

You may use the Site only for lawful purposes and in accordance with these Terms of Use and not in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries). You further agree not to use the Site to:

- Display, send, receive, or store obscene or inappropriate content.
- Threaten, harass, stalk, defame, or defraud any person or entity.
- Violate copyright, trademark, or other intellectual property laws.
- Advertise, promote, endorse, or market, directly or indirectly, any third party commercial products, services, solutions, or other technologies.
- Attempt to collect, store, or publish personally identifiable information (i) without the owner’s knowledge and consent or (ii) of a minor under the age of thirteen (13) in any circumstance.
- Distribute unwanted, unsolicited, or harassing mass email or other messages, promotions, advertising, or solicitations (“spam”).
- Send deceptive or false source-identifying information, including “spoofing” or “phishing.”
- Access or use any application, system, service, tool, data, account, network, or content without authorization or for unintended purposes.
- Disable, disrupt, circumvent, interfere with, or otherwise violate the security of the Site, or interfere with any other party’s use and enjoyment of the Site.
- Attack, abuse, interfere with, intercept, disrupt, or exploit any users, systems, or services, regardless of how accomplished and notwithstanding anything to the contrary in these Terms of Use, including but not limited to Denial of Service (DoS), monitoring, crawling, spamming, using bots or scripts, or distributing malware (such as viruses, Trojan horses, worms, spyware, or adware).
- Engage in or promote any illegal or criminal activity such as child pornography, gambling, or piracy.
- Authorize, permit, enable, induce, or encourage any third party to do any of the above.

If you violate these Terms of Use, your access to the Site may be terminated immediately and without notice. The Site is controlled, operated, and administered by Junior Golf Scoreboard from our offices within the United States (“U.S.”). If you access the Site from a location outside the U.S., you are responsible for compliance with all local laws. You agree that you will not use the Site in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

### **Children Under Thirteen**

Junior Golf Scoreboard does not knowingly collect, either online or offline, Personal Information directly from persons under the age of thirteen. Junior Golf Scoreboard does collect, both online and offline, Personal Information from persons under the age of thirteen if a parent or guardian has provided consent to do so. If you are under 18 years old, you may use this Site only with permission of a parent or guardian.

### **Cancellation Policy**

Subscription services may be cancelled at any time. Cancellations made within 60 days will be fully refunded and subscriptions cancelled after 60 days will be refunded on a pro-rata basis.

### **Links To Third Party Sites/Third Party Services**

The Site may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Junior Golf Scoreboard and Junior Golf Scoreboard is not responsible for the content of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Junior Golf Scoreboard is providing these links to you as a convenience, and the inclusion of any link does not imply endorsement by Junior Golf Scoreboard of the site or any association with its operators.

### **Third Party Advertising on Our Site**

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### **DISCLAIMERS**

You understand that Junior Golf Scoreboard cannot and does not guarantee or warrant that files or information available for downloading from the Site will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Site for any reconstruction of any lost data. JUNIOR GOLF SCOREBOARD WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL

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YOUR USE OF THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER JUNIOR GOLD SCOREBOARD NOR ANY PERSON ASSOCIATED WITH JUNIOR GOLF SCOREBOARD MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER JUNIOR GOLF SCOREBOARD NOR ANYONE ASSOCIATED WITH JUNIOR GOLF SCOREBOARD REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL JUNIOR GOLF SCOREBOARD, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

### **Indemnification**

You agree to defend, indemnify, and hold harmless Junior Golf Scoreboard and all of its affiliates, employees, agents, directors, officers, shareholders, attorneys, successors, and assigns, from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses), relating to or arising from your use of any information obtained through the Site or from your breach of these Terms of Use, including, without limitation, your unauthorized reproduction or dissemination of the Site Content.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms of Use, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgement may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding, or arbitration arises out of or concerns these Terms of Use, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. The parties agree to arbitrate all disputes and claims regarding these Terms of Use or any dispute arising as a result of these Terms of Use, whether directly or indirectly, including tort claims that are a result of these Terms of Use. The parties agree that that Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope of enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive termination of these Terms of Use.

### **Class Action Waiver**

Any arbitration under these Terms of Use will take place on an individual basis. Class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Junior Golf Scoreboard agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### **Governing Law and Venue**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the Commonwealth of Virginia in accordance with the laws of the Commonwealth of Virginia..

### **Termination**

If you fail to comply with any of the terms and conditions in these Terms of Use, your rights to use the Site and Site Content will immediately cease without further notice and you must return, destroy, or delete from your system all copies of the Site Content (and any associated materials and data) in your possession or control.

### **Waiver and Severability**

Junior Golf Scoreboard's failure to insist on strict performance of any of the terms and conditions of these Terms of Use will not operate as a waiver of that or any subsequent default or failure of performance. If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of these Terms of Use will remain in full force and effect and the unenforceable provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law.

### **Entire Agreement**

These Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Junior Golf Scoreboard regarding the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Site. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms of Use and all related documents be written in English.

### **Contact Us**

Junior Golf Scoreboard welcomes your questions and comments regarding these Terms of Use.

Please direct your questions to:

New Business Associates  
4510 Cox Road, Suite 303  
Glen Allen, Virginia

Email Address: [mact@juniorgolfscoreboard.com](mailto:mact@juniorgolfscoreboard.com)

Telephone Number: 804-935-1800