

# The Walnut Lane Golf Club Terms of Use

## TERMS OF USE

This Terms of Use Agreement (this "Agreement") states the terms and conditions under which you may access, view or use [www.walnutlanegolf.com](http://www.walnutlanegolf.com) (the "Site"). Please read this Agreement carefully before using this Site as using this Site constitutes your acceptance of this Agreement. This Site is owned and operated by The First Tee of Greater Philadelphia dba the Walnut Lane Golf Club, ("Organization," "we," "us," and "our," as applicable). This Agreement applies to all visitors, users, and other parties that access the Site or use the services or features therein ("You").

## ACCEPTANCE OF AGREEMENT

By browsing the Site or the Services (as defined below), or by accessing the Site or Services in any way, such as by viewing, downloading, or uploading any content made available via the Services by us, by you, or by others, You accept and are legally bound under this Agreement. If you do not accept the terms and conditions of this Agreement, then you are not permitted to access or use the Site or the Services. We may update or revise this Agreement from time to time. The most current version of the Agreement will be posted on the Site under the link at the bottom of the homepage, so please review this Agreement frequently. Your continued use of the Site or Services constitutes your acceptance of such updates and revisions, which may be made by us, at any time and without any notice to You.

## PRIVACY POLICY

Please see our Privacy Policy, which contains a description of the information gathering and dissemination practices for this Site. As a condition to the use of this Site, users of this Site expressly agree to the terms set forth in our Privacy Policy, which is incorporated herein by reference hereto, as if fully set forth in this Agreement.

## THIS SITE IS NOT FOR CHILDREN UNDER 13 YEARS OLD

This Site is not directed to children under the age of 13, and children under the age of 13 should not provide their information through this Site or should not otherwise use this Site or Services. We comply with the Children’s Online Privacy Protection Act and will not knowingly collect or use personally identifiable information from anyone under the age of 13. Children 13 years or older should not provide their information to us through this Site except under the supervision and with the permission of their parent or guardian.

## **MODIFICATION TO TERMS OF USE AND SITE**

We reserve the right, at any time and for any reason, in our sole discretion, to change this Agreement, including the Privacy Policy, without any further or prior notice to You, and your continued and subsequent access to the Site will be deemed acceptance by You of these changes. We reserve the right to modify or terminate the Site, Service, or Content, or any part thereof, temporarily or permanently, at any time and from time to time, and with or without notice to you. We retain the right to monitor use of the Site and the Services to determine compliance with the Agreement, as well the right to remove or refuse any User Submitted Content or Content for any reason in accordance with applicable federal, state, or local law. Notwithstanding these rights, you remain solely responsible for your use of the Site. You agree that we shall have the right, in our sole discretion, to terminate or suspend your access to or use of the Site, the Services, the Content, or any part thereof temporarily or permanently, at any time and from time to time, and with or without notice, for any reason whatsoever including, without limitation, quality assurance or if we believe that you have violated or acted inconsistently with the letter or spirit of any provision of this Agreement. You also agree that we will not be liable to you or to any third party for any modification, termination, or suspension of access to the Site, Services, or Content.

## **DESCRIPTION OF SERVICE AND CONTENT.**

The Site provides promotion, support, solicitation and functionality for the Organization (“Services”). In providing the Services, the Site may include information, descriptions, directories, discussion threads, news, announcements, social media links or feeds, online shopping or other e-commerce, donation services and other features, functionality, or content (“Content”), all of which is protected by copyrights, trademarks, service marks, trade secrets, patents, and other proprietary rights. As used herein, the term “Content” also includes, without limitation, all text, graphics, descriptions, images, videos, and other content in or available through the Site, and all such material provided or made available to you through the Site. Unless explicitly stated otherwise, this

Agreement will apply to any new features of or enhancements to the current Services or Content.

The Services and Content are provided “AS-IS” and “AS-AVAILABLE” for your use, and we are not responsible for the timeliness, deletion, inaccuracy, interruption, or mis-delivery of any part of the Service or Content. The Content and certain tools or functionality used for the Services on this Site may be provided by one or more third-party vendors or individual Content providers. You understand and agree that we cannot verify the accuracy of such Content or Services, and we make no representations or warranties to you that the Content is accurate or reliable. Your use of any third-party Content may be subject to and terms and conditions, terms of use and privacy policies applicable to use of such Content.

## **OWNERSHIP, ASSIGNMENT, LICENSE, AND USE OF USER SUBMITTED CONTENT.**

Certain features of the Site allow or require you to upload or otherwise submit to the Site certain types of text, graphics, data, records, notes, histories, images, videos and other information, some of which may contain your personally identifiable information (collectively, the “User Submitted Content”). You grant us, our shareholders, officers, directors, and all other persons or entities involved in the operation of the Site or the Organization, and any of our licensed chapters, affiliates, subsidiaries, parent companies, sponsors, donors or business partners, the right to transmit, monitor, retrieve, store, and use your User Submitted Content in connection with operation of the Site, provision of the Services, analytic uses, or for any other reason, including, without limitation, by using your name and likeness for marketing and promotional purposes. You hereby grant us an irrevocable, unconditional, royalty-free, non-exclusive, right and license to use, reproduce, modify, display, alter, revise, prepare derivative works, and publish the User Submitted Content for any purpose, whether commercial or otherwise. We cannot and do not assume any responsibility or liability for any User Submitted Content you submit to the Site, or for the use or misuse of any User Submitted Content by you or any third party.

## **DISCLOSURE OF CONTENT OR USER SUBMITTED CONTENT**

We reserve the right to fully cooperate with any law enforcement or duly authorized regulatory authorities or court order requesting or directing us to disclose Content or

your User Submitted Content, the identity of anyone posting Content or User Submitted Content, or publishing or otherwise making available any materials that are believed to violate this Agreement or other law. BY ACCEPTING THE TERMS OF this Agreement YOU WAIVE, RELEASE, AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION WE TAKE DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT OR DULY AUTHORIZED REGULATORY AUTHORITIES.

## **CHARITABLE SOLICITATION DISCLOSURE**

This Site may be used to solicit and collect charitable contributions from Users, for which we are licensed and registered to do by the state of Pennsylvania. *EIN #23-2088969*

## **USER ACCOUNTS**

To obtain access to certain portions or features of the Site or Service, if you are over the age of 13 or older, we may require that you first register an account with us (“Account”). The nature of your Account registration may determine the types of Services that are available to you through the Site, and some types of Services may not be available to you without registering an account. The Services are generally accessible by you, except for reasonable periods of inaccessibility for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. Even in cases where notification is usually required we may modify, suspend, or terminate access to certain portions of the Services at any time and for any reason without prior notice, in order to protect the system or your Account. We will give you notice in other situations if required by law.

## **ACCOUNT PASSWORD AND SECURITY**

You are responsible for taking all reasonable steps to ensure that no unauthorized person obtains access to your passwords or Accounts. You are responsible for all activities that occur under your password or Account. These activities include, without limitation, the submission or upload of any User Submitted Content. It is your sole responsibility to: (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your Account and password; (3) promptly inform us of any need to deactivate a password; and (4) access your Account over a secure Internet connection. We cannot and will not be liable for any loss or damage arising from your failure to comply with this section of the Agreement.

Nor are we liable for any loss or damage arising from User Submitted Content compromised as a result of your lost, stolen, or damaged hardware or software.

## **YOUR REGISTRATION OBLIGATIONS**

Prior to creating an Account with us, you may be required to submit certain information or other User Submitted Content to us. You agree to keep your Account information current and to notify promptly us of any changes. We, in our sole discretion, will determine whether to grant you access to the Site by assigning you an Account for the Site and Services. You represent and warrant that all such information and User Submitted Content that you submit to us is true, accurate, current, and complete. We retain the right to suspend or terminate your Account and refuse any and all current or future use of the Site, Services, and Content (or any portion thereof) if you provide any untrue, inaccurate, outdated, or incomplete information, if we reasonably suspect that you have provided untrue, inaccurate, outdated, or incomplete information, or if you breach any terms or conditions of this Agreement.

## **TERMINATION OF USER ACCOUNT BY YOU**

You may terminate your Account at any time by giving us notice of your intent to terminate to [info@thefirstteequila.org](mailto:info@thefirstteequila.org).

## **TERMINATION OF THIS AGREEMENT BY US**

We may terminate this Agreement, or a particular Service, immediately upon your violation of any of the policies, terms, or conditions incorporated into this Agreement, or upon your violation of any licenses with third parties. Upon termination of this Agreement, your data will be deleted. Any data present on our backup servers will be overwritten. We shall have no obligation whatsoever to provide data to you upon termination of this Agreement. We will retain any User Submitted Content you have provided to us pursuant to this Agreement.

## **OWNERSHIP, INTELLECTUAL PROPERTY, AND LICENSES.**

Our name, logos, designs, trademarks, and service marks, and other product and Service names are trademarks of the Organization and/or The First Tee, a division of World Golf Foundation, Inc. ("[The First Tee home office](#)"), and you agree not to display or use these marks in any manner without our permission. You acknowledge and agree that the Site, the Services, and the Content and any software incorporated into the

Service and Content, are owned by us or by a third party, and that the Service and the Content are protected under applicable intellectual property and other laws. You also acknowledge and agree that materials and works contained in the Service and the Content are protected by copyrights, trademarks, service marks, patents, trade secrets, or other proprietary rights and laws.

The Organization hereby grants you a limited, personal, non-transferrable, non-exclusive, revocable, license to use our software incorporated in, made available by, or supporting the Site or the Services solely in connection with your use of the Services. This license terminates upon the termination or expiration of this Agreement for any reason whatsoever.

You may be required to agree to third party vendor licenses in order to use the Services. You agree to preserve trademark, copyright, and other indications of intellectual property ownership placed on any software or other Content provided or displayed to you during your use of the Services.

## **RESTRICTIONS ON USE OF SITE, SERVICES OR CONTENT**

As a condition to using the Site, You agree not to:

1. permit or facilitate access to the Site, Service, or Content or use of the Service or Content by any third party or by any automated electronic processes, “robots,” “spiders,” “scrapers,” “webcrawlers,” or other computer programs that monitor, copy, or download data or other content found on or accessed through the Service, including, without limitation, real-time information feeds or other video, audio, or data content, whether current or archival;
2. upload, submit, post, e-mail, transmit, or otherwise make available any topic, name, material, or information that is unlawful, harmful, infringing, threatening, abusive, harassing, tortious, profane, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable;
3. interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate, decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for, or adapt in any way the Service or Content servers or networks connected to the Service or Content, or disobey any requirements, procedures, policies or regulations of networks connected to the Service or Content;

4. use, export, or re-export the Site or Services, in whole or in part, in violation of any applicable laws or regulations, including, without limitation, the export control laws of the United States;
5. copy or imitate, in whole or in part, by any means, including, but not limited to, the use of framing or mirrors, any of the Services or Content; or
6. reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any portion of, the use of, or access to the Services or Content.

## INDEMNITY

You agree to indemnify and hold The First Tee home office and us, and our subsidiaries, affiliates, officers, directors, shareholders, agents, contractors, sponsors, donors or other partners, and employees, harmless from any claim, demand, cause of action, liability, damage, cost, or expense, including, without limitation, reasonable attorneys' fees, made by any third party due to or arising out of: (i) your use of the Site, Service, or Content; (ii) your connection to the Site or Service; (iii) your violation of any provision of this Agreement; (iv) your violation of any federal, state, or local law or regulation; or (v) your violation of any rights of another. The Organization reserves the right under this section of the Agreement to assume, at the Organization's sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with the Organization in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

## LINKS TO THIRD-PARTY SITES

As a convenience to You, the Service and Site may contain links to other third-party web sites, resources, tools, or functionality, which may include, without limitation, functionality for online shopping and shopping carts, booking reservations, making donations or other online activities. We have no control over any such unaffiliated sites and resources, and you acknowledge and agree that we bear no responsibility for the availability of such external sites or resources, and we bear no responsibility or liability for any content, advertising, products, or other materials on or available from such sites or resources. Your use of such external sites or resources is subject to any terms, conditions and privacy policies governing your use of such third-party sites. Please see our Privacy Policy for more information about your use of third-party sites. You should take precautions when downloading files from all sites to protect your computer from viruses and destructive programs. If you decide to access linked third-party sites, you do so at your own risk. You should direct any concerns to the third-party sites' administrator or webmaster.

## DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. YOUR USE OF THE SITE, SERVICE, AND CONTENT IS AT YOUR SOLE RISK. THE SITE AND SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE EXPRESSLY DISCLAIM 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.
2. WE MAKE NO CLAIM THAT THE SITE, SERVICE, OR CONTENT WILL BE SUITABLE TO YOUR NEEDS, UNINTERRUPTED, TIMELY, OR SECURE. THE SERVICE AND CONTENT MAY CONTAIN INACCURACIES, TYPOGRAPHICAL ERRORS, OR MAY BE OTHERWISE UNRELIABLE. WE MAKE NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE OR SERVICE WILL MEET YOUR EXPECTATIONS.
3. ANY MATERIAL UPLOADED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH YOUR USE OF THE SITE OR SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE UPLOADING OR DOWNLOADING OF ANY SUCH MATERIAL.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE SITE OR THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE Agreement.

## LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL THE ORGANIZATION OR ITS AFFILIATES (PARENT OR SUBSIDIARY COMPANIES), THE FIRST TEE HOME OFFICE, OR ANY OF THEIR officers, SHAREHOLDERS, DIRECTORS, agents, co-branders, or other SPONSORS, DONORS, CONTRACTORS, partners, MEMBERS, employees, AND/OR OUR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA,

OR OTHER INTANGIBLE LOSSES (EVEN IF WE AND/OR OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER FORESEEABLE OR UNFORESEEABLE, RESULTING FROM: (i) THE AVAILABILITY OR PERFORMANCE OF THE SERVICE OR CONTENT; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR USER SUBMITTED CONTENT; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE OR CONTENT, INCLUDING ANY STATEMENTS OR CONDUCT THAT MAY BE THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE, ILLEGAL, OR INFRINGING; OR (iv) ANY OTHER MATTER RELATING TO THE SITE OR THE SERVICE. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, YOU AGREE THAT OUR TOTAL, AGGREGATE, AND COMPLETE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT IN NO EVENT SHALL EXCEED THE total AMOUNT OF \$250.00. ALL OF THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITIES.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## **DISPUTE RESOLUTION**

1. Arbitration. Any controversy or claim arising out of or relating to this Agreement and/or the Service, or the negotiation, formation, performance, or breach thereof, shall be determined by arbitration administered by the American Arbitration Association under its rules. All arbitration matters and related proceedings shall be conducted in strict confidence and conducted exclusively in Philadelphia County, Pennsylvania. The arbitration shall be conducted by a single arbitrator selected by the parties. The written decision of the arbitrator shall be final, binding, and convertible into a court judgment in any appropriate court having jurisdiction. The arbitration proceedings and decision shall be confidential. Nothing in this section shall prevent either party from seeking an injunction or other immediate relief in any court, wherever located, to seek equitable relief.
2. Court Proceedings. Except for the provisions of the preceding paragraph, all other disputes arising out of or relating to this Agreement are subject to the exclusive jurisdiction of the federal or state courts in Philadelphia County, Pennsylvania, and you expressly consent to the exercise of personal jurisdiction

in such courts in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, parent companies, partners, employees, shareholders, contractors, officers, and directors.

3. Limitation on Claims. You agree that any claim, action, or dispute that you have arising out of your use of the Site, this Agreement, and/or the Services must be commenced within one (1) year after the claim or cause of action arises.
4. Legal Fees. If any legal proceeding is instituted in connection to or relating to the Site, this Agreement, and/or the Service, the prevailing party shall be entitled to recover from the other party its costs, including reasonable attorneys' fees and costs, at both trial and appellate levels.

## **GOVERNING LAW**

This Agreement is governed by the laws of the State of Pennsylvania, without reference to conflict of laws principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement is a contract for services and not a sale of goods. The parties agree that this Agreement, the Site, the Service, and the Content shall not be subject to or governed by the Uniform Commercial Code.

## **INTERPRETATION**

The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning. If any court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible in furtherance of the intent of this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect.

## **USER MUST COMPLY WITH APPLICABLE LAWS**

This Site is based in Philadelphia County, Pennsylvania, in the United States. We make no claims concerning whether the Services or Content may be downloaded or are appropriate for use outside the state of Pennsylvania or the United States. If you are accessing this Site outside the state of Pennsylvania or the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

## **COPYRIGHT COMPLAINTS**

The designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act, or any other law or provision, is the The First Tee of Greater Philadelphia, Attention: William Hyndman, 800 Walnut Lane, Philadelphia, PA 19128.

## **MISCELLANEOUS PROVISIONS**

You acknowledge that you have read this Agreement, understand it, and agree to be legally bound by its terms and conditions. You agree that this is an Agreement between independent contractors, and it is not a joint venture, partnership, employer-employee, agent-principal, or franchisor-franchisee relationship. Neither you nor the Organization is authorized to bind the other to any contract, or to act as an agent on behalf of the other, whether legally or otherwise. This Agreement is the entire agreement and a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent negotiations, proposals and understandings, whether oral or written, and all other communications between the parties relating to the subject matter of this Agreement. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors. The rights and obligations hereunder shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

Please report any violations of the Agreement to: [admin@thefirstteephila.org](mailto:admin@thefirstteephila.org).

Last Modified: July 18, 2016

Copyright ©2016 by World Golf Foundation, Inc./The First Tee. All rights reserved.