

THESE TEE TIME DISTRIBUTION TERMS (TERMS) SHALL GOVERN THE PARTNER'S USE AND ACCESS TO THE SERVICES PROVIDED BY GOLF AS SET OUT BELOW.

WHERE APPLICABLE, THESE TERMS ARE INCORPORATED IN AND MADE PART OF ANY EXISTING AGREEMENT THE PARTNER HAS WITH GOLFNOW, LLC AND/OR BRS GOLF LIMITED (COLLECTIVELY KNOWN AS GOLF, UNLESS THE CONTEXT APPEARS OTHERWISE). WHERE THERE IS A CONFLICT BETWEEN THE TERMS OF THESE TERMS AND ANY EXISTING AGREEMENT, THE EXISTING AGREEMENT SHALL TAKE PRECEDENCE (UNLESS THE CONTRARY INTENTION APPEARS).

THE PARTNER SHOULD READ THESE TERMS CAREFULLY AND PAY ATTENTION TO CONDITIONS 4, 5, 6, 8, 10 AND 11. THESE TERMS WERE LAST UPDATED AND CAME INTO EFFECT FROM 1 SEPTEMBER 2021.

1. DEFINITIONS

1.1 In addition to terms defined elsewhere in these Terms, the following definitions apply throughout, unless the context requires otherwise:

"Addendum" any terms varying or adding to the Terms or otherwise agreed in writing, including the applicable terms incorporated into these Terms.

"Affiliate" any parent company, division, affiliate, subsidiary, or ultimate parent company's divisions, affiliates or subsidiaries.

"BRS Golf" means BRS Golf Limited (NI606497), whose office is at City Quays 1, 7 Clarendon Road, Northern Ireland, BT1 2BG, United Kingdom.

"Customer Service" the customer service desk of GOLF which can be reached at support@golfnow.co.uk or published telephone numbers.

"Data Protection Legislation" all laws relating to the processing of personal data, privacy and security, including, without limitation, the UK Data Protection Act 1998, the UK GDPR, the EU General Data Protection Regulation 2016/679, the EU Privacy and Electronic Communications Directive 2002/58/EC, as implemented in each jurisdiction, and all amendments, or all other applicable or replacement international, regional, federal or national data protection laws.

"Personal Data" means any information that relates to an individual person and that, alone or in combination with other data, can be used to identify, contact, or precisely locate an individual person, or other information that constitutes "personal data" under applicable Data Protection Law.

Terms such as **"data controller"**, **"data processor"**, and **"personal data breach"** shall have the meanings (or reasonable equivalents) ascribed to them in the applicable Data Protection Legislation.

"Existing Agreement" means an agreement between the Partner and GolfNow and/or BRS Golf that may provide the Partner with certain Software and/or Services and may incorporate these Terms by reference.

"Golfer" in these Distributions Terms means a visitor of the Platforms who reserves a tee time and as a result also becomes a customer of the Partner.

"Golf Course" means the specific golf courses that are operated by the Partner to which the Services will be delivered, as set out in the Order Form.

"GolfNow" means GolfNow, LLC, an Arizona limited liability company, with offices at 7580 GolfNow Channel Drive, Florida, United States.

"GOLF" means GolfNow and/or BRS Golf collectively or individually as the context requires otherwise.

"IPR" means intellectual property rights any patent, copyright, inventions, database rights, design right, registered design, Trade Marks, trade name, brand, logos, service mark, know-how, utility model, unregistered design or, where relevant, any application for any such right, know-how, trade or business name, domain name or other similar right or obligation whether registered or unregistered or other industrial or intellectual property right subsisting in any territory or jurisdiction in the world.

"Order Form" the Partner's order for the Services.

"Parity" as defined at Term 5.7.

"Partner" the company or other type of organisation listed as "Partner" in the Order Form or the owner of the Golf Course(s) requesting the Services.

"Partner Page" the dedicated webpages on the Platform that will display the Partner's tee times and other information (including Partner Golf Course's terms and conditions and cancellation policy).

"Platform" the website(s), apps, tools, or channels to which GOLF operate to deliver the Services as set out in Term 3.1.

"Services" the services provided by GOLF under an Existing Agreement or any other agreement subject to these Terms, further described and defined under Term 3.

"Software" the software to be supplied by GOLF under an Existing Agreement as set out in the Order Form.

"Terms" these terms and conditions.

"Third-Party(ies)" any party other than the Partner (who is not a director or employee) that is instructed to act for and on behalf of the Partner. A third-party includes subcontractors, consultants or any other non-employed individual, volunteer or business.

"Time Period" the time period means: (i) beginning thirty (30) minutes after the Partner Golf Course opens to 4pm (between 1 April to 30 September in any given year); and (ii) beginning thirty (30) minutes after the Partner Golf Course opens to 1pm (between 1 October to 31 March in any given year).

"Trade Mark(s)" the registered trade marks and trade mark applications, and all unregistered trade marks, brand names and/or logos.

"Trade Times" defined at Term 4.2.

1.2 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be deemed to be followed by the words "without limitation", shall be construed as illustrative, and shall not limit the sense of the words, description, definition, phrase or term preceding such terms.

1.3 Headings do not affect the interpretation of the Terms.

2. APPLICATION

2.1 The Partner is contracting with GolfNow and/or BRS Golf (known hereafter as GOLF, unless the context requires otherwise) for the provision of the Services, as set out in an Order Form subject to these Terms (specifically the Services set out in Term 3.1).

2.2 For the avoidance of doubt, and unless otherwise stated, when the Partner requests the Services and pays for such by way of:

- (a) Trade Times, the contracting party will be GolfNow; and
- (b) Commission Fee, the contracting party will be BRS Golf.

2.3 No Order Forms shall be deemed to be accepted by GOLF until the earlier of:

- (a) GOLF signing the Order Form and sending an electronic copy to the nominated email address of the Partner; or
- (b) GOLF commencing or delivering any or part of the Services, it is only at this point that a legally binding agreement has been entered into (**Effective Date**).

- 2.4 The Services will commence as soon as possible after the Effective Date (**Go Live Date**). However, any date or time for delivery given by GOLF shall be an estimate only and, in any event, time is not of the essence.

3. SERVICES & SUPPORT

- 3.1 GOLF enables participating Partners to make their Golf Course(s)'s tee times available for reservation to Golfers on the Platforms, and GOLF advertises such tee times to Golfers and facilitates the purchase of such, amongst other services (**Services**).
- 3.2 Where the Platforms integrate with the Partner's technology systems (e.g. electronic tee sheet), the tee times reserved by Golfers will be automatically posted on the Partner's systems. Where there is no integration, the Partner shall receive communication (via the email address the Partner provides to GOLF from time to time) for each reservation made. The Partner acknowledges its obligations as set out in Term 6.6 and 6.7 inclusive.
- 3.3 GOLF shall provide the Partner appropriate levels of training (including access to remote training and on-line resources). Additional in-person training may be provided for an additional fee to be agreed between the Parties.
- 3.4 GOLF shall provide Customer Service to Partner during normal business hours (9am to 5pm – Monday to Friday including Irish and UK bank and public holidays, except 25 December or as otherwise notified) through GOLF's published phone numbers and email addresses.

4. PAYMENT & PAYMENT TERMS

- 4.1 Unless otherwise agreed the following terms apply in consideration for the Services, and where applicable Software, provided by GOLF:

TRADE TIMES

- 4.2 Trade Times are defined as four (4) individual 18-hole rounds per Golf Course per day. Unless otherwise agreed, the Trade Times will be sold at a price and time within the Time Period, at the discretion of GolfNow.
- 4.3 Where the allocated Trade Times (including individual 18-hole rounds allocated as Trade Times) are sold by the Partner (either on its own website, by a third-party, or in any other manner other than on the Platforms), the Trade Times (or remaining individual 18-hole rounds) will automatically roll to the next available time (before or after) in the discretion of GolfNow. For completeness, where Trade Times have been allocated and the full four (4) individual 18-hole rounds are not sold on the Platforms (in whole or individually) they will not roll.
- 4.4 Where applicable, it is agreed that the Trade Times constitute payment in full by the Partner to GolfNow for the supply of the Services, and where applicable Software. Therefore, GolfNow will collect and keep the entire revenue sold for Trade Times including any applicable VAT, GST, sales, use or similar tax (**Taxes**).
- 4.5 Without prejudice to GolfNow's rights, where Trade Times are the agreed consideration for the Services, and where applicable Software, each Party will work collaboratively in good faith to ensure that the Trade Times are posted at a time that works commercially for GolfNow in its discretion.
- 4.6 Any change requests to Trade Times by the Partner, are subject to agreement by GolfNow and must be confirmed in writing by a representative of GolfNow and documented via an Addendum.

COMMISSION FEES

- 4.7 Where applicable, the Partner will pay to BRS Golf the Commission Fees on any and all online tee time sales made

through the Platform. The Commission Fee is calculated on the net value of the tee time sold, excluding any booking fees that are paid directly by the Golfer.

PAYMENTS, REPORTING AND TAXES

- 4.8 BRS Golf will collect the gross revenue (i.e. before deduction of BRS Golf's Commission Fee) on the Partner's behalf, which represents consideration for the Partner's supply to the Partner's Golfers. The Partner should therefore apply its own usual VAT treatment to this gross revenue and remittance from BRS Golf.
- 4.9 Where applicable and unless otherwise agreed, BRS Golf will remit any payments owed to the Partner on a monthly basis.
- 4.10 BRS Golf will make any such payments to the bank account nominated by the Partner from time to time. The Partner is responsible to ensure that they provide the correct bank details. Time for any payments due to the Partner is not of the essence.
- 4.11 Upon request by the Partner and in any event on each monthly invoice, BRS Golf will provide the Partner with details of: (i) all reservations made at the Partner Golf Course through the Platforms (excluding Trade Times); (ii) gross sale of tee times (excluding booking fees); and (iii) the corresponding Commission Fee (on which Taxes may be charged, if applicable).
- 4.12 Any payment amounts under these Terms shall be inclusive of any applicable Taxes. The Partner shall indemnify and hold GOLF harmless against all claims against GOLF in relation to or as a result of the failure of the Partner to (i) properly register with relevant tax authorities, or (ii) pay, collect, remit or withhold any applicable Taxes based on the Services.

5. PARTNER'S OBLIGATIONS

- 5.1 The Partner acknowledges and agrees it (together with its directors, employees and/or any Third-Party) will use its best endeavours to comply with the following obligations and those set out in Term 6:

PARTNER PAGE & INFORMATION

- 5.2 Information provided by the Partner for inclusion on the Partner Page shall include information relating to the Partner's Golf Course(s) (including pictures, photos and descriptions), its available facilities and services, details of the green fee price (including all applicable Taxes), any specific terms and conditions it imposes on its Golfers (dress codes, minimum handicaps, etc.), and any applicable cancellation policy the Partner wishes to impose (the **Partner Information**). In the absence of the Partner providing the Partner Information (in whole or part), GOLF will display default information, including tee time cancellation policy, tee time policy and tee time notes (**Default Information**).
- 5.3 The Partner represents and covenants that the Partner Information shall at all times be true, accurate and not misleading (including the Default Information). The Partner is responsible for contacting Customer Services to correct and/or update the Partner Information (including any Default Information presented where the Partner fails to supply Partner Information) as appropriate, including notifying GOLF in relation to any additional and/or ad hoc messaging that needs to be displayed that may affect a Golfer's purchasing decision or enjoyment, such as hole closures, temporary greens, adverse course conditions or unavailable facilities etc.
- 5.4 The Partner shall verify the Partner Information on a daily basis (or such more frequent basis as may be required) and contact Customer Services as per Term 5.3 to correct and/or update. GOLF will use its commercially reasonable endeavours to ensure the Partner Information is updated promptly upon such notification from the Partner. Where any such Default Information is inaccurate, then the Partner acknowledges and agrees that GOLF

shall not be held liable or responsible, and the Partner acknowledges the indemnity set out in Term 11.1.

MAINTENANCE

- 5.5 In addition to the Partner's obligations Partner Information, the Partner (together with its directors, employees, and/or any Third-Party) shall:
- honour all Trade Times and any tee times reserved through the Platform;
 - treat all Golfers originating from the Platform with proper courtesy and respect;
 - make every effort to maintain its tee time inventory in the most up-to-date manner possible;
 - not do anything, or omit to do anything, which could or would detrimentally affect the performance of the Services;
 - work cooperatively with GOLF to minimise double-bookings, cancellations and the like; and
 - inform GOLF as soon as practicable if the Golf Course is closed at any given time, so as to prevent any Trade Times or tee time sales and/or to allow GOLF Customer Service team to try and contact the Partner's Golfers that the Golf Course is closed, in particular the Partner (together with its directors, employees, and/or appointed Third-Parties) will inform GOLF when:
 - the Golf Course is closed due to adverse weather condition or a No Fault Event (as defined at Term 13.6);
 - the Golf Course or any of its facilities have closed early (and whether or not Golfers are still permitted to play or any other information that Golfers may need).
 - Comply with all applicable laws, rules and regulations including Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Consumer Rights Act 2015 (or applicable consumer law in the country where the Partner is based) relating to the legal relationship between the Partner and Golfers.

PARITY

- 5.6 The Partner acknowledges that Parity (as defined below) is essential to achieve success for both the Partner and GOLF in their mutual and respective commercial endeavours.
- 5.7 The Partner shall allow GOLF to advertise the Partner's tee times on the Platforms and must:
- sell the tee times at the same or better price on the Platforms as it would charge Golfers booking directly with the Partner (including online, telephone and/or in-person) (**Direct Booking**).
 - sell the tee times on the same terms and conditions for the booking as would apply to Golfers making a Direct Booking, specifically the same cancellation policy (the Partner is further reminded of their obligations as set out at Term 5.2);
 - advertise and make available the sale of the tee times on the Platforms with the same lead time as when the Partner would advertise and make available to Golfers making a Direct Booking, collectively Term 5.7 (a to c inclusive) means **Parity**.
- 5.8 Parity does not apply to tee times that are:
- available to book on the Partner's own website as part of a package, where such package cannot be sold on the Platforms (**Package**);
 - on offer by any other online third-party provider or marketplace with which the Partner has an agreement with to advertise and market the Partner's tee times; or
 - (where applicable) Trade Times under an agreement for certain software and/or services provided by GolfNow and/or BRS Golf.
- 5.9 For completeness, setting or categorising tee times (i.e. off-peak, on-peak, blocking tee times or providing exclusive rates) does not constitute a Package. The Partner must have genuine, valid and reasonable justifications for (i) any Package created; or (ii) where they fail to comply with the Parity provisions above. Without prejudice to any other right or remedy, if in GOLF's opinion, acting

reasonably, that the Partner is not selling a genuine, valid and/or reasonable Package or is not adhering to the Parity provisions, this constitutes a material breach and GOLF may treat the Agreement as repudiated and terminate without notice or liability to the Partner.

- 5.10 Unless the Partner has valid, genuine and reasonable reasons (to be agreed at the discretion of GOLF) for blocking out inventory being posted to the Platforms, the Partner must advertise all their available tee times for sale.

6. GOLFNOW'S BOOKINGS

BOOKINGS

- 6.1 Golfers' who purchased the Partner's tee times on the Platforms are subject to the Booking Terms featured on the Platforms, as updated from time to time (**Booking Terms**). The Partner should familiarise itself with such Booking Terms. The Partner's Information will be provided on the Partner Page and will be incorporated in the Booking Terms by reference and shall take precedence over the Booking Terms.
- 6.2 When a Golfer makes a booking through the Platforms, a direct contract (and therefore legal relationship) is created solely between the Partner and the Golfer.
- 6.3 Unless otherwise agreed, other than any additional purchases the Golfer wishes to make at the Partner Golf Course, the Partner shall not charge the Golfer any other payment, charge or fee to the Golfer relating to the tee time purchase via the Platform.
- 6.4 Where the Partner cannot verify the Golfer's booking, it should contact Customer Services to clarify the booking, before charging the Golfer and/or refusing entrance to the Golfer.

REPRESENTATION

- 6.5 The Partner warrants and represents that it will not (and procure that its directors, employees and/or appointed Third-Parties) will not represent GOLF or bring the Services in disrepute by taking any of the following actions:
- Inform, blame or give the impression that GOLF is responsible for any cancellation or refunding the Golfer where the Partner itself has failed to comply with its obligations under Terms 5.3 and 5.5(c); or
 - Encourage Golfers to request a refund from GOLF before or after taking payment from the Golfer directly for a tee time; or
 - Incentivise or otherwise discourage Golfers not to book via the Platforms.

CONFIRMATION AND REJECTION

- 6.6 The Partner must check the bookings made by Golfers originating from the Platforms on a daily basis (or on a more frequent basis as may be required). The Partner must honour all Trade Times and tee times booked via the Platform. Trade Times and tee times are only cancellable in accordance with the Golfer's cancellation rights and/or the Partner's cancellation policy, where such has been properly incorporated into the legal contract between the Golfer and Partner.
- 6.7 Where the Partner wishes to reject the booking and it is in contravention of its own cancellation policy, then the Partner shall be solely liable for the resolution of such cancellation, including any refunds owed to the Golfer. In such circumstances the Partner acknowledges that, in addition to any refund paid to the Golfer (where applicable), it will pay:
- the total value of the Trade Time sold to GolfNow; or
 - the Commission Fee BRS Golf should have received.

GOLFER COMPLAINTS

- 6.8 GOLF operates a complaints procedure for Golfers who may be unhappy with the Service they have received from GOLF. This procedure does not relate to any complaint, claims or requests the Golfer has with the Partner, which are subject to Term 6.9.
- 6.9 Complaints, claims or requests that the Golfer has against the Partner, including the Golfers enjoyment or treatment whilst at the Partner Golf Course; or specific requests (including buggy hire, caddy requests etc), made by Golfers, are to be dealt with by the Partner (**Claims**). GOLF is not responsible for and disclaims any liability in respect of such Claims from Golfers against the Partner. GOLF may at all times and at its sole discretion, in respect of any Claims:
- (a) offer customer (support) services to the Golfer;
 - (b) act as intermediary between the Partner and a Golfer;
 - (c) provide (at the costs and expenses of the Partner) alternative tee times of an equal or better standard in the event of an overbooking or other material irregularities or complaints in respect of the Partner; or
 - (d) otherwise assist a Golfer in its communication with or against the Partner.

NO FAULT CANCELLATIONS

- 6.10 Notwithstanding the Partner's obligations as set out at Terms 5 and 6, in the event that a cancellation occurs due to a No Fault Event (as defined at Term 13.6), GOLF will refund the Golfer in full and the Partner will not be liable to pay any Commission Fee (or other payment) to GOLF for the applicable booking.

7. LICENSE

- 7.1 The Partner hereby grants GOLF a non-exclusive, royalty free and worldwide right and license (or sublicense as applicable):
- (a) to use, reproduce, have reproduced, distribute, sublicense, communicate and make available in any method and display those agreed upon elements of the Intellectual Property Rights (**IPR**) of the Partner as provided to GOLF by the Partner pursuant to these Terms and which are necessary for GOLF to exercise its rights and perform its obligations under these Terms; and
 - (b) to use, reproduce, have reproduced, process, distribute, sublicense, display and utilise (including without limitation to publicly perform, modify, adapt, communicate, reproduce, copy and make available to the public in any manner whatsoever) the Partner Information.

8. SEARCH RESULTS, GOLF ADVISOR REVIEWS & MARKETING

SEARCH RESULTS

- 8.1 The order in which the Partner is listed on the Platforms is determined automatically and unilaterally by GOLF, based on the search criteria a Golfer has requested (the Golfer will apply filters and sorting mechanisms to their searches on the Platforms) (**Search Results**). The Search Results are influenced by various factors, including but not limited to the:
- (a) expected Trade Time revenue and/or Commission Fee revenue to GOLF;
 - (b) availability of tee times at the Partner Golf Course;
 - (c) price of the Partner's available tee times;
 - (d) time of the Partner's available tee times;
 - (e) location of Partner Golf Course in relation to the location of the Golfer (based on their location search; or IP address; or GPS location);
 - (f) name of Partner Golf Course (where the Golfer searches alphabetically);
 - (g) Partner Golf Course's GolfPass Travel Advisor rating; and/or

- (h) The Partner has purchased PMP Services (as defined at Term 8.2).

- 8.2 The Partner can pay to become a featured course by purchasing GOLF's premium marketing programme services (**PMP Services**). Purchasing such PMP Services (which may be subject to additional terms and conditions, as set out in an Order Form) will entitle the Partner Golf Course to be a featured course in accordance Search Results, and be included in marketing emails sent to Golfers who have opted in to receive marketing emails from GOLF.

GOLFPASS TRAVEL ADVISOR REVIEWS

- 8.3 GOLF will ask Golfers who play at the Partner Golf Course(s) to review and score their experience with the Partner's Golf Course(s) via GOLF's affiliate website <https://www.golfpass.com/travel-advisor/>, a world-leading online golf review website.
- 8.4 GOLF reserves the right to post the reviews and scores on the Platforms including the Partner Page.
- 8.5 The Partner acknowledges that GOLF is a distributor (without any obligation to verify) and not a publisher of these reviews and comments made by Golfers. GOLF recommends that the Partner creates a GolfPass Travel Advisor account to manage and respond to comments and reviews made by Golfers. For more information the Partner is referred to: <https://www.golfpass.com/travel-advisor/ratings-and-reviews-resources>

ONLINE MARKETING

- 8.6 GOLF is entitled and the Partner grants permission to GOLF to purchase keywords in search engine marketing that include Partner Golf Course's name or any other trade name, Trade Mark or other IPR belonging to Partner, to promote the Partner's Page and available tee times. GOLF purchases keywords and runs on line marketing campaigns at its own costs and discretion.
- 8.7 Where the Partner revokes their permission under Term 8.6 at any time, the Partner acknowledges that the performance of the GOLF Services under these Terms may be impacted negatively, and GOLF shall not be responsible or liable for any lack of sales and/or performance as a result.

SKY ADSMART CAMPAIGNS

- 8.8 Where applicable, any Sky Adsmart campaign is subject to Sky's terms and conditions (<https://www.skymedia.co.uk/terms-and-conditions/>).
- 8.9 Any dates for delivering the Sky Adsmart campaign are illustrative only and are subject to change at the discretion of GOLF. Where GOLF fails (in whole or part) to deliver the Sky Adsmart campaign, GOLF's sole liability to the Partner is limited to a refund, up to the maximum of the amount paid for such Sky Adsmart campaign as set out in the Order Form.

9. PERSONAL DATA

This Term 9 shall apply to these Terms specifically and shall not replace any comparable or additional rights and obligations relating to personal data contained in an Existing Agreement and/or any applicable Data Processing Agreement.

- 9.1 **Roles:** The Parties acknowledge that GOLF is an independent data controller of all personal data obtained by GOLF directly and independently from Golfers who are visitors on the Platforms, and personal data processed by GOLF for the purpose of sending marketing to Golfers (**GOLF Data**). GOLF shall process any GOLF Data in line with its privacy policy at www.nbcuniversal.com/privacy. The Partner is an independent data controller of all personal data it receives from GOLF in order to facilitate the booking of tee times under this Agreement.

- 9.2 **Nature of processing:** GOLF will share personal data with Partner in order to facilitate the booking of tee times under these Terms.
- 9.3 **Categories of data:** The categories of personal data that GOLF may provide to the Partner under these Terms may include: first name, last name, phone number, mobile phone number, email address, tee date, tee time, booking date, booking time, other booking details including names of other players.
- 9.4 The Parties warrant that they shall comply at all times with applicable Data Protection Legislation.
- 9.5 The Partner acknowledges and agrees that it will obtain its own consents, as required under applicable Data Protection Legislation, if it wishes to send direct marketing emails or text messages to Golfers whose contact details it receives from GOLF following a tee time booking on the Platforms.
- 9.6 The Partner shall indemnify and keep GOLF indemnified against any loss, damage, dispute or third-party claim incurred by GOLF as a result of any breach of this Term 9.

10. REPRESENTATIONS AND WARRANTIES

- 10.1 Partner represents and warrants to GOLF that any IPR (including Trade Marks) provided to GOLF by Partner do not violate the rights of any third-party. Partner agrees to indemnify and keep GOLF indemnified for any alleged or actual breach of this warranty.
- 10.2 GOLF will provide the Services in a professional and workmanlike manner and free from any unreasonable defects, and GOLF will use commercially reasonable means to fix any defect in the Services that may arise. Partner and its authorised users shall use the Services only in accordance with these Terms (and where applicable, the Existing Agreement). Aside from these warranties, to the extent permissible by local law, GOLF provides the Services without warranty of any kind, either express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose or use.

11. INDEMNIFICATION AND LIABILITY

- 11.1 Partner (together with its directors, employees and/or (where its appointed Third-Parties), shall be liable to pay GOLF (on written demand) and indemnifies GOLF against all reasonable costs, expenses and losses sustained, incurred or which are payable by GOLF (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity, and legal costs on a full indemnity basis) arising directly or indirectly:
- (a) the Partner's fraud, negligence or failure to comply, or unreasonable delay in complying, with any of terms of these Terms;
 - (b) all claims made by Golfers concerning inaccurate, erroneous or misleading information on the Partner Page; and
 - (c) all Claims (as defined in Term 6.9) by Golfers,
- 11.2 Nothing in this Agreement shall limit or exclude either Party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded under applicable law.
- 11.3 Excluding the matters set out in Term 11.1, neither Party shall be liable for any special, incidental, indirect, consequential, exemplary or punitive damages (including, without limitation, any damages based on loss of profits, loss of use, business interruption or loss or corruption of data) even if such Party has been advised of the possibility of such damages. The foregoing limitations shall apply regardless of the cause or the form of action (whether breach of contract, breach of warranty, negligence, strict liability or otherwise).

- 11.4 GOLF's total liability to the Partner in respect of all other losses arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total amount paid by the Partner (where applicable, Commission Fees and/or Trade Times) to GOLF in the preceding twelve (12) months.

12. TERM & TERMINATION

- 12.1 Where these Terms form part of an Existing Agreement, the applicable Term will be set out in the such Existing Agreement (specifically an Order Form) and any termination rights will be subject to the terms and conditions of that Existing Agreement.
- 12.2 In all other circumstances, these Terms shall commence on the date set out in an Order Form for a request for Services and shall continue for an indefinite period of time. Each Party may terminate these Terms at any time and for any reason by giving the other Partner at least thirty (30) days' written notice.
- 12.3 Either Party may terminate provided they give notice to the other, such notice to include specific factual reasons of the decision to terminate or suspend, but only for the following reasons: (a) commits a material breach of any term of these Terms which is irremediable or, if such breach is remediable, fails to remedy such breach within fourteen days (14) days of receiving written notice of such breach; (b) repeatedly breaches any of the terms of these Terms; (c) ceases, suspends, or threatens to cease or suspend, to carry on its business or payment of its debts; and/or (d) is subject to a bankruptcy or winding up order or similar action.
- 12.4 Where there is an Existing Agreement, then a termination of the Services subject to these Terms does not necessarily mean that the Existing Agreement is terminated also.

13. GENERAL

- 13.1 Neither Party shall be entitled to assign, transfer, encumber any of its rights and/or the obligations under this Agreement without the prior written consent of the other Party, provided that GOLF may assign, transfer, encumber any of its rights and/or the obligations under this Agreement (in whole or in part or from time to time) to a GOLF Affiliate company without the prior written consent of the Partner. Notwithstanding anything to the contrary, any assignment or transfer by the Partner shall not relieve the assignor/transferor of its obligations under any agreement subject to these Terms.
- 13.2 Failure or delay by GOLF to enforce, or partially enforce, any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement. Any waiver by GOLF of any breach of, or any default under, any provision of the Agreement by the Partner shall be in writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Agreement.
- 13.3 If any Term is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Terms, and the remainder of such Term, shall continue in full force and effect. In the event that such court decides that such Term is not severable, the Parties agree to substitute such Term with a legal, valid, enforceable and reasonable Term, which achieves, to the greatest extent possible, the same commercial effect as the original Term.
- 13.4 No provisions of the Agreement are enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Agreement.
- 13.5 The Parties hereby acknowledge and agree that GOLF is an independent contractor and not an employee, agent, joint venture or partner of Partner or any of its affiliates.

13.6 Neither Party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of the Services, if it is due to a No Fault Event. **No Fault Event** means any event beyond the reasonable control of a Party, including without limitation, acts of God, war, industrial disputes, protests, fire, flood, storm, an act of terrorism, national emergencies, loss of infrastructure, facilities, telecoms and electricity supply. The Party to such event shall, as soon as practicable, give notice of the event to the other Party, such notice to include a reasonable forecast of the duration of the No Fault Event. If such delay or failure continues or is likely to continue for at least one hundred (100) days, either Party shall be entitled to terminate the Agreement on notice to the other.

14. GOVERNING LAW & RESOLUTION

14.1 The formation, construction, performance, validity and all aspects of these Terms, including any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the England & Wales. The Parties agree that the courts of England & Wales shall have the non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter.

14.2 Where the Partner has any complaint against GOLF in respect to the Services governed by these Terms, then the Partner should contact Customer Services and any such complaint will be handled within a reasonable time frame and in accordance with GOLF's internal complaints policy. The complaint-handling process will be free of charge for Partners. In the event that a Partner requires further information of the internal complaints procedures, please contact Customer Services and the information will be available on request.

14.3 For the sake of completeness, Conditions 14.2 to 14.4 are only applicable to the Services and will not apply for any other matter, dispute, claim or complaint.

14.4 The Parties shall attempt to settle such dispute, claim or complaint under Condition 14.2 by mutual discussions, however, if unresolved, the Parties may agree to enter into mediation, with either the Centre for Effective Dispute Resolution ([CEDR](#)) or [Sport Resolutions](#). The Parties agree in good faith to settle such a dispute and will do so in accordance with any model mediation procedure as set by CEDR or Sport Resolutions (as applicable).