

Irish Hills Golf Club

Introduction

Welcome to irishhillsgolfclub.com and any other site featuring a link to these Terms of Service (the "Site"). This Site is owned and operated by B AND B GOLF, INC. By visiting our Site and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in these Terms of Service (hereafter referred to as 'User Agreement'), along with the terms and conditions as stated in our Privacy Policy, which is incorporated herein (please refer to the Privacy Policy section below for more information).

This agreement is in effect as of December 10, 2015.

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this Site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Additional Terms

Certain features of our Site may be subject to additional terms and conditions posted on our Site (such as Terms of Sale applicable to online purchases, Rules for Sweepstakes or Contests, and other terms). These additional terms are considered part of this User Agreement and they govern your use of the Site as applicable to the features for which they were posted. Some third party programs available through our Site, are offered to our Users by third parties, and are governed solely by the terms and conditions of such third party websites or programs.

Responsible Use and Conduct

By visiting our Site and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly on our Site (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account(s).

c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

e. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

f. You are solely responsible any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. We may provide various open communication tools on our Site, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our Site, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

i. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

ii. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;

iii. Contains any type of unauthorized or unsolicited advertising;

iiii. Impersonates any person or entity, including any Irish Hills Golf Club employees or representatives.

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that

we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

h. We do not assume any liability for any content posted by you or any other 3rd party users of our Site ("User Content"). By using any open communication tools on our Site or otherwise posting any User Content on our Site, you grant us (and any companies for which we are providing services) a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute, create derivative works, and sublicense, any User Content you post on our Site, as we or our sublicensees see fit, without any obligation of notice, compensation, or attribution to you. This only refers and applies to content posted on our Site via open communication tools as described, or otherwise made publicly available on our Site, and does not refer to information that is provided in the private and secure areas of our Site as part of the registration process. All information provided as part of our registration process, or otherwise submitted on or throughout Site, is covered by our privacy policy.

i. You agree to indemnify and hold harmless Irish Hills Golf Club and its parent company and affiliates, and their directors, officers, managers, employees, donors, and agents, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this User Agreement or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this User Agreement. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Privacy

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store your private information. Our privacy policy is included under the scope of this User Agreement. To read our privacy policy in its entirety, [click here](#).

Payment Information and Conditions

The payment information and conditions of any payment transaction you may engage in on or through the Site are covered by our Terms of Sale, which you must accept prior to engaging in any payment transaction on or through the Site. The Terms of Sale are incorporated herein by reference and are expressly made a part of these Terms of Service.

Disclaimer of Warranties

By using our Site, you understand and agree that the Site and all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- i) the use of our Resources will meet your needs or requirements.
- ii) the use of our Resources will be uninterrupted, timely, secure or free from errors.
- iii) the information obtained by using our Resources will be accurate or reliable, and
- iv) any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

v) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

vi) no information or advice, whether expressed, implied, oral or written, obtained by you from Irish Hills Golf Club or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in this User Agreement.

UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE IRISH HILLS PARTIES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL ANY OF THE IRISH HILLS PARTIES BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF ANY RESOURCES OR THIS SITE, OR YOUR PARTICIPATION IN ANY SERVICES OR TOURNAMENTS AVAILABLE THROUGH THIS SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE), WHETHER IN CONTRACT OR TORT, EVEN IF THE IRISH HILLS PARTIES HAVE BEEN ADVISED OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IN THE EVENT YOU ARE DISSATISFIED WITH THE SITE, IS TO DISCONTINUE USING THE SITE. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO ALL USERS AND MAY BE LIMITED BY APPLICABLE LAW, AND CERTAIN USERS MAY HAVE ADDITIONAL RIGHTS NOT EXPRESSED HEREIN.

h3> Limitation of Liability

In conjunction with the Disclaimer of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of

products and/or services on our Site. Neither Irish Hills Golf Club, nor any other Party (defined above) will be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Resources, our Site, participation in any tournaments or programs available through our Site, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Copyrights/Trademarks

All content and materials available on our Site, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of Irish Hills Golf Club, or its partners, and are protected by applicable copyright and trademark law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this Site is strictly prohibited, unless specifically authorized by Irish Hills Golf Club.

Notification of Claimed Copyright Infringement

In the event that you find content posted on the Site which is believed to be an infringement of the copyright ownership or other intellectual property rights of you or any third party, you are requested to immediately contact our Copyright Agent as described below. To report any alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

1. your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;
2. a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
3. a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
4. if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
5. a description of the infringing material and the URL where such material is located on the Site, or a description of where on our Site you found such material;
6. your written statement that you believe, in good faith, that the use of the work on our Site has not been authorized by the true owner of the work, its agent, or as a matter of law; and
7. a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us by any of the following means:

By Mail addressed to:
Irish Hills Golf Club
Attn: Copyright Agent
7020 Newark Road
Mount Vernon, OH 43050

In accordance with the DMCA, it is our policy to terminate use of our Site by repeat infringers in appropriate circumstances.

Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our Site and Resources with or without notice and for any reason, including, without limitation, breach of this User Agreement, or termination for repeated infringements as described above. We reserve the right to discontinue all or any portion of this Site at any time, without providing notice to any User or third party. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

Governing Law

This Site is controlled by Irish Hills Golf Club. It can be accessed by most countries around the world. By accessing our Site, you agree that the statutes and laws of the United States of America and the state of Ohio, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Site and the purchase of any products or services through this Site.

Furthermore, any action to enforce this User Agreement shall be brought in the federal or state courts located in Columbus, Ohio, USA. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Additional Terms

If any provision of this User Agreement is determined to be unlawful, void or unenforceable for any reason, the remainder of this User Agreement will remain valid and enforceable to the maximum extent of the law, and an enforceable provision as close as possible to the intent and economic effect of the invalid provision will be substituted therefor. You agree that this User Agreement and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition. You agree and understand

that this User Agreement together with any other additional terms or click-through agreements you may have entered with us on our Site, constitute the entire agreement between you and us regarding your use of the Site.

Any failure by us to exercise our rights under this User Agreement or to enforce the terms hereof shall not constitute a waiver of those rights. If any term of this User Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court in any event should try to give effect to the parties' intentions as reflected in the provision, and that all of the other provisions of this User Agreement shall remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or relating to the terms of this User Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Contacting Us

If you have any questions about the Terms of Services, the practices of this Site, or your dealings with this Site, please contact us at:

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