

TERMS OF SERVICE

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND LinxTracker, LLC. ("LinxTracker") STATING THE TERMS THAT GOVERN YOUR USE OF THE LinxTracker SERVICE. THIS AGREEMENT—TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS, AND ALL OF LinxTracker'S RULES AND POLICIES—COLLECTIVELY CONSTITUTE THE "AGREEMENT" BETWEEN YOU AND LinxTracker. TO AGREE TO THESE TERMS, CLICK "AGREE." IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICE. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AS PRESENTED TO YOU: CHANGES, ADDITIONS, OR DELETIONS ARE NOT ACCEPTABLE, AND LinxTracker MAY REFUSE ACCESS TO THE SERVICE FOR NONCOMPLIANCE WITH ANY PART OF THIS AGREEMENT.

1. Definition of the LinxTracker Service

LinxTracker is the provider of the LinxTracker Service (the "Service") that permits you to calculate golf statistics—such as scoring averages and practice results—under certain terms and conditions as set forth in this Agreement.

2. Age requirements for use of the Service

This Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review these terms and conditions with your parent or guardian to make sure that you and your parent or guardian understand these terms and conditions.

3. System Requirements

Use of the Service requires Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Service involves software, and Internet access, your ability to use the Service may be affected by the performance of these factors. High speed Internet access is strongly recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility. The Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Service.

5. Policies and Rules

Your use of the Service and purchases made through it are subject to LinxTracker's Sales Policies contained within this document, which can be readily viewed on the Service, and any end-user agreements or other terms and conditions required for use of the Service, all of which are hereby made a part of this Agreement. If you have not already read LinxTracker's Sales Policies, you should do so now.

6. LinxTracker's Privacy Statement

Except as otherwise expressly provided for in this Agreement, the Service is subject to LinxTracker's Privacy Statement <http://www.LinxTracker.com/legal/privacy.html>, which is expressly made a part of this Agreement. If you have not already read LinxTracker's Privacy Statement, you should do so now.

7. Your Information

You agree to provide accurate, current, and complete information required to register with the Service and at other points as may be required in the course of using the Service ("Registration Data"). You further agree to maintain and update your Registration Data as required to keep it accurate, current, and complete. LinxTracker may terminate your rights to any or all of the Service if any information you provide is false, inaccurate or incomplete. You agree that LinxTracker may store and use the Registration

Data you provide (including credit card information) for use in maintaining your accounts and billing fees to your credit card.

8. User Account and Security

a. Account and Password. As a registered user of the Service, you may receive or establish an account ("Account"). You are solely responsible for maintaining the confidentiality and security of your Account. You should not reveal your Account information to anyone else or use anyone else's Account. You are entirely responsible for all activities that occur on or through your Account, and you agree to immediately notify LinxTracker of any unauthorized use of your Account or any other breach of security. LinxTracker shall not be responsible for any losses arising out of the unauthorized use of your Account.

9. Usage Rules

Your use of the Statistical Data is conditioned upon your prior acceptance of the terms of this Agreement.

You shall be authorized to use the Statistical Data only for personal, noncommercial use.

You shall be entitled to export or copy Statistical Data solely for personal, noncommercial use.

Any Statistical Data exporting capabilities are solely an accommodation to you and shall not constitute a grant or waiver (or other limitation or implication) of any rights of the Statistical Data owners (LinxTracker).

The delivery of Products does not transfer to you any commercial or promotional use rights of the Statistical Data.

c. You agree that your purchase of the Service constitutes your acceptance of and agreement to use such Services solely in accordance with the Usage Rules, and that any other use of the Services may constitute a user agreement infringement. The Usage Rules shall govern your rights with respect to the Service, in addition to any other terms or rules that may have been established between you and another party. LinxTracker reserves the right to modify the Usage Rules at any time.

d. You acknowledge that some aspects of the Service, Products, and administering of the Usage Rules entails the ongoing involvement of LinxTracker. Accordingly, in the event that LinxTracker changes any part of the Service or discontinues the Service, which LinxTracker may do at its election, you acknowledge that you may no longer be able to use the Service and Products to the same extent as prior to such change or discontinuation, and that LinxTracker shall have no liability to you in such case.

e. The Service may offer interactive features that allow you to, among other things, submit or post information, materials or links to third party content on areas of the Service accessible and viewable by other users of the Service and the public. You represent and agree that any use by you of such features, including any information, materials or links submitted or posted by you, shall be your sole responsibility, shall not infringe or violate the rights of any other party or violate any laws, contribute to or encourage infringing or otherwise unlawful conduct, or otherwise be obscene, objectionable or in poor taste, and that you have obtained all necessary rights, licenses or clearances. You further agree to provide accurate and complete information in connection with your submission or posting of any information or materials on the Service. Moreover, you hereby grant LinxTracker to use such materials as part of the Service, and in relation to Products, without any compensation or obligation to you.

LinxTracker reserves the right not to post or publish any materials, and to delete, remove or edit any material, at any time in its sole discretion without notice or liability.

LinxTracker has the right, but not the obligation, to monitor any information and materials submitted or posted by you or otherwise available on the Service, to investigate any reported or apparent violation of this Agreement, and to take any action that LinxTracker in its sole discretion deems appropriate, please contact info@LinxTracker.com

10. Monitoring

LinxTracker shall have the right, but not the obligation, to monitor the content of linxtracker.com, including chat rooms, blogs, messages, journals, and forums, to determine compliance with this Agreement and any operating rules established by LinxTracker and to satisfy any law, regulation or authorized government request. LinxTracker shall have the right in their sole discretion to edit, refuse to post or remove any material submitted to or posted on linxtracker.com. Without limiting the foregoing, LinxTracker shall have the right to remove any material that LinxTracker, in their sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

11. Agreement to Pay

a. Payment for Products and Services. You agree to pay for all Products and Services you purchase through the Service, and that LinxTracker may charge your credit card for any Products and Services purchased, and for any additional amounts (including any taxes and late fees, as applicable) as may be accrued by or in connection with your Account. **YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING LinxTracker WITH A VALID CREDIT CARD FOR PAYMENT OF ALL FEES.** All fees will be billed to the credit card you designate during the registration process. If you want to designate a different credit card or if there is a change in your credit card status, you must change your credit card information online in the Member Profile section of the Service. (There may be a temporary disruption of your access to the Service until LinxTracker can verify the validity of the new credit card information.)

b. Right to Change Prices and Availability of Products. Prices and availability of any Products are subject to change at any time.

c. Electronic Signatures and Contracts. Your use of the Service includes the ability to enter into agreements and/or to make purchases electronically. **YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS.**

d. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

12. Delivery of Products and Activation of Services

a. On occasion, technical problems may delay or prevent delivery of your Product. Your exclusive and sole remedy with respect to Product that is not delivered within a reasonable period will be either replacement of such Product, or refund of the purchase price paid for such Product, as determined by LinxTracker.

b. On occasion, technical problems may delay or prevent activation of your Services. Your exclusive and sole remedy with respect to Services that is not activated within a reasonable period will be either a replace of such Service, or refund of the purchase price paid for such Service, as determined by LinxTracker.

13. Intellectual Property

a. Acknowledgement of Ownership. You agree that the Service, including but not limited to graphics, and editorial content, contains proprietary information and material that is owned by LinxTracker and/or its licensors, and is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary information or materials in any way whatsoever except for use of the Service in compliance with the terms of this Agreement. No portion of the Service may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Service, in any manner, and you shall not exploit the Service in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity.

b. Removal of LinxTracker Content or Other Materials. Notwithstanding any other provision of this Agreement, LinxTracker and its licensors reserve the right to change, suspend, remove, or disable access to any Products and Services, content, or other materials comprising a part of the Service at any time without notice. In no event will LinxTracker be liable for the removal of or disabling of access to any such Products, content or materials under this Agreement. LinxTracker may also impose limits on the use of or access to certain features or portions of the Service, in any case and without notice or liability.

c. Copyrights. All copyrights in and to the Service, including but not limited to, the LinxTracker Service (including the compilation of content, postings, links to other Internet resources, and descriptions of those resources), and software, are owned by LinxTracker and/or its licensors. THE USE OF THE SOFTWARE OR ANY PART OF THE SERVICE, EXCEPT FOR USE OF THE SERVICE AS PERMITTED IN THESE TERMS OF SERVICE, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT INFRINGEMENT.

d. Trademarks. LinxTracker, the LinxTracker logo, and other LinxTracker trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of LinxTracker, LLC. in the U.S. and/or other countries. Other trademarks, service marks, graphics, and logos used in connection with the Service may be the trademarks of their respective owners. You are granted no right or license with respect to any of the aforesaid trademarks and any use of such trademarks.

14. Termination

a. Termination by LinxTracker. If you fail, or LinxTracker suspects that you have failed, to comply with any of the provisions of this Agreement, including but not limited to failure to make payment of fees due, failure to provide LinxTracker with a valid credit card or with accurate and complete Registration Data, failure to safeguard your Account information, violation of the Usage Rules or any license to the software, or infringement or other violation of third parties' rights, LinxTracker, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

b. Termination of the Service. LinxTracker reserves the right to modify, suspend, or discontinue the Service (or any part or content thereof) at any time with or without notice to you, and LinxTracker will not be liable to you or to any third party should it exercise such rights.

15. General Compliance with Laws

The Service is controlled and operated by LinxTracker from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service.

16. Enforcement of These Terms

LinxTracker reserves the right to take steps LinxTracker believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to LinxTracker's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights). You agree that LinxTracker has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as LinxTracker believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to LinxTracker's right to cooperate with any legal process relating to your use of the Service and/or Products, and/or a third party claim that your use of the Service and/or Products is unlawful and/or infringes such third party's rights).

17. No Responsibility for Third-Party Materials or Web sites

Certain content, Products, and services available via the Service may include materials from third parties. In addition, LinxTracker may provide links to certain third party Web sites. You acknowledge and agree that LinxTracker is not responsible for examining or evaluating the content or accuracy of any such third-party material or Web sites. LinxTracker does not warrant or endorse and does not assume and will not have any liability or responsibility for any third-party materials or Web sites, or for any other materials, products, or services of third parties. Links to other Web sites are provided solely as a convenience to you. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party, and that LinxTracker is not in any way responsible for any such use by you.

18. Disclaimer of Warranties; Liability Limitations

a. LinxTracker DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, AND YOU AGREE THAT FROM TIME TO TIME LinxTracker MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

b. YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY LinxTracker) PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU.

c. IN NO CASE SHALL LinxTracker, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF ANY OF THE SERVICES AND PRODUCTS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT (OR PRODUCT, INCLUDING LinxTracker SCANNER) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, LinxTracker's LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

d. LinxTracker SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND LinxTracker HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

e. LinxTracker DOES NOT REPRESENT OR GUARANTEE THAT THE SERVICE WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION, AND LinxTracker DISCLAIMS ANY LIABILITY RELATING THERETO. YOU SHALL BE RESPONSIBLE FOR BACKING UP YOUR OWN SYSTEM.

19. Waiver and Indemnity

BY USING THE SERVICE, YOU AGREE TO INDEMNIFY AND HOLD LinxTracker, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT, YOUR USE OF THE SERVICE, OR ANY ACTION TAKEN BY LinxTracker AS PART OF ITS INVESTIGATION OF A SUSPECTED VIOLATION OF THIS AGREEMENT OR AS A RESULT OF ITS FINDING OR DECISION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS MEANS THAT YOU CANNOT SUE OR RECOVER ANY DAMAGES FROM LinxTracker, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, AND LICENSORS AS A RESULT OF ITS DECISION TO REMOVE OR REFUSE TO PROCESS ANY INFORMATION OR CONTENT, TO WARN YOU, TO SUSPEND OR TERMINATE YOUR ACCESS TO THE SERVICE, OR TO TAKE ANY OTHER ACTION DURING THE INVESTIGATION OF A SUSPECTED VIOLATION OR AS A RESULT OF LinxTracker's CONCLUSION THAT A VIOLATION OF THIS AGREEMENT HAS OCCURRED. THIS WAIVER AND INDEMNITY PROVISION APPLIES TO ALL VIOLATIONS DESCRIBED IN OR CONTEMPLATED BY THIS AGREEMENT.

20. Changes

LinxTracker reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the Service. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions (collectively referred to in this Agreement as "Additional Terms") will be effective immediately and incorporated into this Agreement. Your continued use of the LinxTracker Service following will be deemed to constitute your acceptance of any and all such Additional Terms. All Additional Terms are hereby incorporated into this Agreement by this reference.

21. Notices

LinxTracker may send you notice with respect to the Service by sending an E-Mail message to the E-Mail address listed in your LinxTracker Account contact information, by sending a letter via postal mail to the

contact address listed in your LinxTracker Account contact information, or by a posting on the LinxTracker Service. Notices shall become effective immediately.

22. Governing Law

The laws of the State of Indiana, excluding its conflicts of law rules, govern these Terms and your use of the Service. Your use of the Service may also be subject to other local, state, national, or international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with LinxTracker or relating in any way to your use of the Service resides in the courts of the State of Indiana.

23. Miscellaneous

These Terms of Service constitute the entire agreement between you and LinxTracker and govern your use of the Service, superseding any prior agreements between you and LinxTracker. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of these Terms of Service is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. LinxTracker's failure to enforce any right or provisions in these Terms of Service will not constitute a waiver of such provision, or any other provision of these Terms of Service. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the other provisions will remain in full force and effect. LinxTracker will not be responsible for failures to fulfill any obligations due to causes beyond its control.