

PRO GOLF EXPERIENCES – WEBSITE TERMS OF USE

1. USER AGREEMENT

1.1 This Agreement

1.1.1 This Agreement is formed between you, the user of this Website (**User**), and Pro Golf Experiences Pty Ltd (ACN 157 892 272) (**Pro Golf Experiences**).

1.1.2 Pro Golf Experiences may amend this Agreement at any time and such amendments shall be effective immediately upon publishing the amended terms on this Website. It is recommended that the User checks these terms and conditions from time to time, particularly prior to completing a purchase from this Website.

1.2 Acceptance

By accessing www.progolfexperiences.com.au (**Website**) or using any part of this Website or any content or goods or services, the User agrees to be bound by this Agreement.

1.3 Terms Of Use

The User acknowledges and agrees:

- (a) The User uses this Website at its own risk.
- (b) That the User will not:
 - (i) Use, copy, distribute or commercialise content contained on this Website except as permitted by this Agreement;
 - (ii) Engage or attempt to engage in any activity that interferes with or disrupts the Website, or the servers or networks that host this Website;
 - (iii) Use data-gathering and/or extraction tools on this Website; and/or
 - (iv) Circumvent, disable or otherwise interfere or attempt to interfere with security features or features that prevent or restrict use or copying of any content.
- (c) Pro Golf Experiences reserves the right to review, refuse and/or remove any content from this Website for any reason whatsoever in its absolute discretion.
- (d) This Website may include links to other websites, content or material, which may be operated by third parties and over which we may have no responsibility.

1.4 Intellectual Property

The User acknowledges and agrees:

- (a) All intellectual property contained on or related to this Website remains the property of Pro Golf Experiences, including but not limited to, copyright in material and/or services provided by us.
- (b) Nothing in this Agreement gives you any right to use any of our intellectual property, including business names, domain names, trademarks, images, marketing material or other features that are distinctive to Urban Society.
- (c) All intellectual property provided to Urban Society by a Service Provider remains the intellectual property of that Service Provider.

2. DISCLAIMER AND INDEMNITIES

2.1 General Conditions

The User acknowledges and agrees that:

- (a) Images on this Website are intended to be indicative only of the goods or services, venues and locations at which services may be provided, and may not be applicable to you.
- (b) Pro Golf Experiences does not warrant that this Website will be accessible without fault or disruption.

2.2 Limited Liability

To the fullest extent permissible at law, Pro Golf Experiences does not accept any responsibility and excludes all liability to the User or anyone else, whether in contract, tort, or otherwise, for loss or damage of any kind (however arising), including but not limited to liability due to:

- (a) Inaccurate or false information, or the failure to make all necessary enquiries in relation to the opinion and views expressed on this Website;
- (b) A Package not being received by the User due to circumstances outside of our reasonable control, for example, because the email was blocked by a firewall or filter, or where the User provided us with the wrong email address.
- (c) Consequential loss relating in any way to the content and/or website, including but not limited to:
 - (i) Errors, omissions, or inaccuracies on this Website;
 - (ii) The User acting, or failing to act, on any information contained or referred to on this Website and/or any linked website;

- (iii) Personal injury or property damage of any nature resulting from the User's access to and use of this Website and any purchases of goods or services acquired through this Website;
- (iv) Any unauthorised access to or use of our secure servers and/or personal information and/or financial information stored on those servers;
- (v) Any interruption or cessation of transmission to/from this Website; and/or
- (vi) Any bugs, viruses, Trojan horses or other malevolent code or communications which may be transmitted to or through our Website by any third party.

3. GENERAL CONDITIONS

- 3.1.1 Pro Golf Experiences may assign, transfer, novate, and otherwise deal in any manner with, all or any part of the benefit of this Agreement and any of its rights, remedies, powers, duties and obligations under this Agreement to any person or corporation, without the consent of the User.
- 3.1.2 Pro Golf Experiences shall not be liable for any delay in performing any of obligations under this Agreement if such a delay is caused by circumstances beyond our reasonable control.
- 3.1.3 This Agreement is governed by and construed in accordance with the laws in force in the State of Queensland and each party submits to the non-exclusive jurisdiction of the courts of that State.
- 3.1.4 If any provision of this Agreement offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:
 - (a) Where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - (b) In any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.
- 3.1.5 Unless this Agreement expressly provides otherwise, a party has no right of set-off against a payment due to another party.
- 3.1.6 A failure, delay, relaxation or indulgence by Pro Golf Experiences in exercising any power or right conferred on Pro Golf Experiences by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.