

# TERMS AND CONDITIONS FOR USE OF THE www.pi<sup>2</sup>-fgolf.com WEBSITE

Thank you for visiting the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website.

## 1. DEFINITIONS

The following definitions apply within these Terms & Conditions:

- 1.0 **pi<sup>2</sup>-f © pi<sup>2</sup>-fgolf © pi2-f © pi2-fgolf ©** all refer to the registered copyright work **J pi2-f Bm ©**
- 1.1 **“Website/the Site”** – means the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) website
- 1.2 **“Us/we/our/Site owner/Website Owner”** – refers to the owner(s) of the website [www.pi2-fgolf.com](http://www.pi2-fgolf.com) and the owner of the copyright work **J pi2-f Bm ©** on which concept the website is based.
- 1.3 **“You/your /yours/User/the Client”** – refers to any individual officially registered and authorised to access and use the website.
- 1.4 **“Applicant”** – means anyone attempting to obtain official access to the website by means of registration
- 1.5 **“Venue”** – means any real and genuine golf facility/business/place registered with the website
- 1.6 **“Registration”** – means the process of having official access to the website
- 1.7 **“Payment/Fee”** – means the cost of receiving the first pi<sup>2</sup>-f assessment/result © during the allocated 12-month website access period.
- 1.8 **“Trial Period”** - means the period of 100 days offered to new registrations prior to the date indicated on the website.
- 1.9 **“Fully-paid”** – means anyone eligible to access the website and receive pi<sup>2</sup>-f results
- 1.10 **“Free access”** means the period of 12 months available for paid-up Users to access the website during which time the User must obtain the single pi<sup>2</sup>-f assessment/result © they have paid for.
- 1.11 **“Parties”** – means the Website Owner and the Website User.
- 1.12 **“pi2-f result”** –means the unique assessment of your round of golf provided by the Website (also to be referred to as **pi<sup>2</sup>-f**).

## 2. TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR WEBSITE CAREFULLY.

This Agreement sets out the Terms and Conditions relating to the online content provided that we “the Website Owner” will provide to you “the User”.

### ACCEPTANCE OF TERMS

- 2.1 By accessing the content of [www.pi2-fgolf.com](http://www.pi2-fgolf.com) you agree to be legally bound by the Terms and Conditions set out herein and you accept our privacy policy available at [www.pi2-fgolf.com/privacy-policy.htm](http://www.pi2-fgolf.com/privacy-policy.htm).
- 2.2 If you object to any of these Terms and Conditions you must not enter the Site.
- 2.3 If you do not comply with these Terms & Conditions at any time, we reserve the right, if applicable, to terminate access to this Website.
- 2.4 You agree that we may terminate your password, user account, or cancel your access to, or use of, the Website without prior notice if you do not abide by the provisions of these Terms & Conditions,
- 2.5 You agree that you shall not use the Website for illegal purposes, and will respect all applicable laws and regulations.
- 2.6 You agree not to use the website in a way that may impair the performance, corrupt the content or otherwise reduce the overall functionality of the Website.
- 2.7 You also agree not to compromise the security of the Website or attempt to gain access to secured areas or sensitive information.

- 2.8 You agree to be fully responsible for any claim, expense, liability, losses, costs including legal fees incurred by us arising from any infringement of the Terms and Conditions set out in this agreement.

### **3. MODIFICATIONS**

- 3.1 We reserve the right at our sole discretion to change, modify, add or remove any part of these Terms and Conditions and we reserve the right to do so without your consent.
- 3.2 We may also supplement these Terms & Conditions with additional Terms and Conditions relating to specific website content. You acknowledge and agree that such Additional Terms are hereby incorporated by reference into these Terms & Conditions.
- 3.3 Your subsequent use of the Website will be deemed as acceptance of such changes to this agreement whether or not you have reviewed them. Users are strongly advised to regularly check the Terms and Conditions of this agreement.
- 3.4 In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Website, including, but not limited to,
- (i) the availability of the website
  - (ii) terminating any user's right to access the Website.

### **4. REGISTRATION AND PAYMENT**

- 4.1 To use the website you must register and set up a personal pi2-fgolf account.
- 4.2 Once your pi2-fgolf account is created the website you must enter the Gross Scores from 3 separate rounds of golf you have recently played before your first pi<sup>2</sup>-f assessment can be provided.
- 4.3 The website is provided 'as is' and if you choose to register or access your account you do so with the full knowledge and understanding that unless offered an official 'free trial period' payment will be required to obtain a single unique pi<sup>2</sup>-f result.
- 4.4 Once this payment has been processed you will be allocated time limited access to the website of one calendar year during which you must obtain the single pi<sup>2</sup>-f result you have paid for.
- 4.5 Having received the pi<sup>2</sup>-f result paid for you may continue to use all the features of the website for the remainder of your one year access. During this time you may obtain as many additional pi<sup>2</sup>-f results as you wish without any further payment.
- 4.6 Your access to the website will terminate one calendar year after your payment was received irrespective of whether you have received the initial pi2-f assessment paid for.
- 4.7 Any attempt to login after your free access period expires will be denied until a new payment is made for the next single pi<sup>2</sup>-f result.

#### **YOU ARE NOT ALLOWED TO REGISTER, LOG INTO OR USE THIS WEBSITE UNLESS YOU ACKNOWLEDGE, ACCEPT AND FULLY AGREE TO THIS PAYMENT CONDITION OF USE.**

- 4.8 Registration is dependent on the applicant (or parent/guardian in the case of Junior registration) being legally entitled to pay to receive a pi<sup>2</sup>-f result by debit or credit card. No other means of payment is accepted and the User must provide complete and accurate payment information
- 4.9 By submitting Credit or Debit card details the User warrants that they are entitled to purchase the pi2-f assessment using those details.
- 4.10 In the event of an unauthorised payment the Website Owner reserves the right to suspend or terminate the User's access to the site.
- 4.11 Access to the website is not available until you receive notification that payment has been successfully completed and confirmation of your Username and Password issued.
- 4.12 Processing the payment will be completed as promptly as possible but the Website Owner does not guarantee that this will be successful nor that access to the website will be available by any specified time.
- 4.13 Anyone under the age of 16 must be registered by a parent or legal guardian via the Junior Registration Link. In such instances both the applicant and parent/guardian

- agree to be bound to these terms. This also applies to genuine Junior applicants over the age of 16 who do not possess their own debit or credit cards
- 4.14 For the website to function as intended you must provide an email address to enable all features of the website to be enjoyed.
- 4.15 Only one registration per person is allowed and you must accept full responsibility for keeping your registration information up to date.
- 4.16 You agree to be responsible for maintaining the confidentiality of your password and all activities within your account.
- 4.17 Your account and password are personal to you and must be kept confidential. You must not:
- (i) disclose your password to anyone else
  - (ii) use anyone else's account or allow anyone else to use yours.
  - (iii) do anything which would assist non-registered users to access our website
  - (iv) impersonate or try to impersonate another person;
  - (v) create additional registration accounts for the purpose of abusing the functionality of the website, or other users
- 4.18 You are responsible for everything done using your account. If you think that someone else may have access to, or be using, your password or account, you must contact us as soon as possible via the link provided.
- 4.19 The website cannot provide you with any unique pi<sup>2</sup>-f results unless full details of the course being played have been pre-entered by venue officials and then only if your account already contains data from three separate rounds of golf you have played.

## **5. SUSPENDING OR TERMINATING YOUR REGISTRATION**

### **Initiated by you (the User)**

- 5.1 To terminate your registered account simply leave your free access period expire.
- 5.2 Unless you specify otherwise, your account will be retained as inactive for a minimum of three calendar years. This will enable your account to be fully re-activated should you subsequently decide to pay to obtain a further pi<sup>2</sup>-f result.
- 5.3 Should we decide to close your account due to continued inactivity you will need to create a new account via the registration process in order to use the website.

### **Initiated by us**

- 5.4 If for any reason, we believe that you have not complied with these Terms and Conditions. we may, at our sole discretion, suspend or permanently cancel your access to the website and without prior notice. For example, if we believe that you have breached or will breach these Terms or someone has reported abuse. However, we are not obliged to do these things.
- 5.5 Should we suspend or terminate your registered account we will email you at the address you have registered with stating that the agreement has terminated.
- 5.6 The period of any suspension will depend on all the circumstances involved.
- 5.7 If your registration is suspended or terminated for any reason, you agree not to register, login or pay to try obtain another pi<sup>2</sup>-f result from our Website using another username or through any other means.
- 5.8 If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under these Terms & Conditions of Use or by law..

### **Refunds**

- 5.9 Where cancellation is initiated by you a refund can be claimed subject to the following conditions:
- (i) The cancellation must occur within your free 12-month access period.
  - (ii) The website account has not received a pi<sup>2</sup>-fgolf assessment/result at any time during your free 12-month access period.
  - (iii) All payments to/from this website are facilitated by a third party and subject to their administrative costs. Any refund will be net of these costs.
- 5.10 No refund will be available for any account cancelled/suspended/terminated by us due to your breach of these Terms and Conditions.

## **6. COPYRIGHT**

- 6.1 All intellectual property rights of [www.pi2-fgolf.com](http://www.pi2-fgolf.com) such as, but not limited to, the pi<sup>2</sup>-f concept, algorithm, outcomes and displays, trademarks, trade names, patents, registered designs and any other automatic intellectual property rights derived from the aesthetics or functionality of the Website [www.pi2-fgolf.com](http://www.pi2-fgolf.com) remain the property of the registered copyright holder of J pi2-f Bm.
- 6.2 By using the Website you agree to respect the intellectual property rights of its owner(s) and will refrain from copying, downloading, transmitting, reproducing, printing, or exploiting for commercial purpose any material contained within the Website.

## **7. USE OF MATERIAL APPEARING ON THE WEBSITE**

- 7.1 Your use of the website is for your own personal, social and non-commercial use only.
- 7.2 You acknowledge that the website owner is the sole owner of all content on the website, including without limitation, all applicable copyrights, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the website.
- 7.3 The website is protected by the copyright laws and other intellectual property laws of the United Kingdom and are protected globally by applicable international copyright treaties.
- 7.4 Unless the website specifically provides a Print Option you are not to download or print any other extract from any part of the website which are intended solely for viewing purposes only and then only by those authorised to do so. This restriction includes the use of the keyboard Print Screen key or similar.
- 7.5 Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and view this Website and the material provided herein for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions.
- 7.6 When you submit Gross Scores, you agree and represent that they are true and accurate results from an actual round of golf you have played.
- 7.7 You remain the owner of the content you enter (Gross Scores), but by submitting the data you are granting the website (and its owner) unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual, worldwide licence to use this data for the purpose of keeping the functionality of the website up-to-date.
- 7.8 The website owner or authorised third parties, reserve the right to refuse to accept your data input at their sole discretion and may remove your content from use at any time.
- 7.9 The Website owner accepts no liability in respect of any data submitted by users. .
- 7.10 The website owner assumes no responsibility for the deletion or failure to store data submitted by you or other users to the Site.

## **8. WHAT YOU ARE NOT ALLOWED TO DO**

- 8.1 Unless otherwise stated in these Terms, you must not (whether directly or indirectly) copy, download, store, make available, distribute, sell or offer to sell all or any part of the content or website, or download or otherwise copy (whether directly or indirectly) any content, files or data from the website for publication or database purposes of any kind whatsoever.
- 8.2 You must not submit any material to our website that:
- (a)
    - (i) is deliberately intended to upset or harm other users
    - (ii) victimises, harasses, degrades, or intimidates an individual or group of individuals including without limitation, religion, gender, sexual orientation, race, colour, creed, ethnicity, national origin, citizenship, age, marital status, military status or disability;

- (iii) is unlawful, harmful, defamatory, libellous, malicious, threatening, false, misleading, offensive, abusive, discriminatory, tortuous, blasphemous or,
  - (iv) vulgar, indecent, obscene or of a sexual nature,
  - (v) invasive, a breach of confidentiality or someone's privacy;
  - (vi) Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
  - (vii) could prejudice any active legal proceedings of which you are aware;
  - (b) is likely to:
    - (i) cause someone alarm, anxiety or distress;
    - (ii) encourage violence or racial or religious hatred or be otherwise objectionable;
    - (iii) facilitate commercial purposes, including, without limitation, submitting any material to solicit funds or to promote, advertise or solicit the sale of any goods or services
  - (c) infringes any intellectual property rights, such as copyright and trade marks. This means generally that you must own the rights in everything you submit or must obtain permission from the rights owner to submit the material;
  - (d) is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data. This includes the transmitting of any materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of this website any connected computer software, hardware or telecommunications equipment.
  - (e) advertises any product or services, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation email
  - (f) impersonate any other user of this website, any other person or entity or otherwise misrepresent your identity
  - (g) is in breach of these Terms, our Privacy Policy, and/or any House Rules;
  - (h) encourages or teaches conduct that is a criminal offence, gives rise to civil liability, or is otherwise unlawful;
  - (i) you do not own,
- 8.3 You must not include links on the Site to any other website or webpage.
- 8.4 You must not try to get round any protections we put in place for the security and operation of the Site.
- 8.5 You must not re-submit content which you are aware has been removed

## **9. WHAT WE ARE ALLOWED TO DO**

- 9.1 We reserve the right to publish, edit or remove all or part of your data including your name, zip/postcode and country, which you submit to us, at our sole discretion. We are not obliged to do any of these things and, with the exception of pi<sup>2</sup>-f results, most probably will not.
- 9.2 You retain any copyright you may have in the data you enter. By submitting material to us, you grant us a royalty-free, perpetual, irrevocable, non-exclusive worldwide licence to use, copy, edit, adapt, publish, translate, create derivative works from, make available, communicate and distribute Your Content (in whole or part) and/or to incorporate it in other works in any form, media, or technology now known or later developed. By submitting Your Content, you warrant that you have the right to grant this licence
- Clause 9.2 means, for example (without limitation), that we can Remove Your Content, even if you have not breached these Terms;

## **10. INDEMNIFICATION**

- 10.1 You agree to defend, indemnify, and hold harmless the Website, its owners, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys' fees and expenses, arising out a breach by you or any user of

your account of these Terms and Conditions or privacy policy or arising out of a breach of your obligations, representation and warranties under these Terms and Conditions.

#### **11. LIMITATION / DISCLAIMER OF LIABILITY**

- 11.1 For the avoidance of confusion, and to the extent permitted at law, the website owner will not be liable for any loss caused as a result of your doing, or not doing, anything as a result of using, viewing or reading any part of the website.
- 11.2 Apart from the possible inclusion of Google Translate© the website does not at present provide any links to other sites so should such appear then it is understood that their use is not permitted. Failure to comply with this instruction is at the registered user's own risk.
- 11.3 We give no warranties of any kind concerning the website and we do not warrant that the Site or any of its contents is virus free. You must take your own precautions in this respect as the website owner accepts no responsibility for any infection by virus or other contamination or by anything which has destructive properties. Although every effort will be made to provide constant, uninterrupted access to the website, the website owner does not guarantee this.
- 11.4 Except for liability for fraudulent misrepresentation, we are not liable for:
- a) any action you may take as a result of relying on any information provided on this website or for any loss or damage suffered by you as a result of you taking this action;
  - b) any dealings you have with third parties (e.g. other users, advertisers or promoters) that take place using or facilitated by the website;
  - c) any liability for losses which are not a foreseeable or a likely consequence of (i) your use of the website, or (ii) a breach of these Terms.
- 11.5 We are not responsible if you cannot access the website properly or at all because of any event outside our control, for example (without limitation) the performance of your or our ISP, your browser or the Internet.
- 11.6 The website relies on software to work and software has bugs. Whilst we will monitor the Site and try to fix bugs, we cannot guarantee that the Site or any individual feature of the Site will be error free, available all the time and/or free from viruses.
- 11.7 During the initial launch of the website a free trial period will be made available to new Users prior to any payment being required. This will provide Users with full first hand knowledge, and experience of what the website is offering. The User agrees and accepts that their subsequent decision to pay for further access after this trial period:
- (i) is their own free choice based on a full and complete understanding of what exactly the website is offering,
  - (ii) what they will receive in return for their payment
  - (iii) that the website is provided 'as is'
- 11.8 All free access trial periods are made available at the discretion of the website owner who will have complete freedom to introduce, adjust or discontinue these as required. New users will be fully notified whether a free trial is available and the time period involved when first accessing the site.
- 11.9 YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, IN NO EVENT WILL THE WEBSITE OWNER OR ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, BE LIABLE TO ANY PARTY FOR:
- (i) ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS AND OTHER PROFITS, LOSS OF PROGRAMS, COST OF REPLACING EQUIPMENT OR SOFTWARE OR LOSS OF RECORDS, INFORMATION OR DATA), OR ANY OTHER DAMAGES ARISING IN ANY WAY OUT OF THE AVAILABILITY, USE, RELIANCE ON, OR INABILITY TO USE THE SITE, EVEN IF THE WEBSITE OWNER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

- (ii) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE. BECAUSE SOME COUNTRIES, STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH COUNTRIES, STATES OR JURISDICTIONS, THE WEBSITE OWNER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW (THEREBY MINIMIZING THE WEBSITE OWNER'S LIABILITY TO YOU TO THE LOWEST AMOUNT THAT APPLICABLE LAW PERMITS).

## **12. ADDITIONAL DISCLAIMERS**

- 12.1 The pi2-f assessment/result is provided on the understanding that the website is not engaged in rendering advice and should not be wholly relied upon when making any related decision.
- 12.2 We do not warrant or guarantee that the availability of, or access to, the website will be uninterrupted and cannot provide any representation that using the Website will be error free.
- 12.3 Visitors to the Site agree that their use of the Website is at their own sole risk. The Site is provided "as is" and "as available," without warranty of any kind, either express or implied including but not limited to:
  - (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, usefulness of the content of the Site, fitness for purpose, compatibility or security of any components of the Website
  - (ii) any warranties of title, warranty of non-infringement, or warranties of merchantability or fitness for a particular purpose.
- 12.4 The website owner also makes no representations and warranties as to any linked sites and has no liability or responsibility with respect to your use of such sites.
- 12.5 This disclaimer of liability applies to any damages or injuries caused by the Site, including, without limitation, those damages or injuries occurring as a result of:
  - (i) any error, omission, deletion, or defect in the content available on the Site;
  - (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorised access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action.

## **13. NO WAIVER**

- 13.1 Our failure to insist upon or enforce any provision of these terms of service shall not be construed as a waiver of any provision or right of the website owner

## **14. SITE MAINTENANCE**

- 14.1 Making your use of the Site enjoyable means we need to fix bugs, install updates and do general diagnosis and maintenance of the Site.
- 14.2 We will try to do scheduled maintenance during times when we anticipate that online use is lower than normal.
- 14.3 We also need to be able to do emergency maintenance and/or suspend access to the servers where, in our reasonable discretion, we see the need to do that. We will try to have the Site available again as soon as we think it is safe to do so.

## **15. DATA PROTECTION**

- 15.1 Please see our privacy policy for details of how personally identifiable information is collected and may be processed or shared with others. We will use your personal information in accordance with our privacy policy, which forms part of these Terms.
- 15.2 We are committed to protecting your privacy and security. All personal data that we collect from you will be processed in accordance with our Privacy Policy. Please read

our Privacy Policy now, which is incorporated into these Terms & Conditions by this reference, and you confirm that when using this Website, you consent to your personal data being used and processed in accordance with our Privacy Policy.

#### **16. THIRD PARTIES**

- 16.1 Apart from Google Translate© the [www.pi2-fgolf.com](http://www.pi2-fgolf.com) does not contain hyperlinks to websites operated by other parties. We do not control such websites and we take no responsibility for, and will not incur any liability in respect of, their content.
- 16.2 At the time of website launch there is no intention to allow third party advertising or links on this website. All authorised users of this website will be notified in advance by email should this policy change.
- 16.3 We are not liable or responsible for the third party content on this Site. Third party content includes, for example, comments emailed by website users.

#### **17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Agreement will be governed by the laws of England and any user of the Website hereby agrees to be bound exclusively by the jurisdiction of English courts without reference to rules governing choice of laws.

#### **18. SEVERANCE**

- 18.1 If any part or provision of these Terms is found to be invalid, unlawful or unenforceable such provision shall be struck out. This shall not affect the validity of any other part or provision all of which shall remain in force.

#### **19. CONTACT**

- 19.1 Starsam, International House,  
221 Bow Road,  
BOW,  
London  
E3 2SJ  
\*Tel: 0845 0739538  
Email: [info@pi2-fgolf.com](mailto:info@pi2-fgolf.com)

\* Calling an 0845 number from a landline incur low call number costs. At this time costs are between 3-5p per minute depending on the service provider. Charges vary by carrier when calls to an 0845 number are made from a mobile phone.