

Effective as of February 28, 2024

## Agreement between User and the Website

Welcome to the GRIP-A-LINE website (<https://grip-a-line.com/>, the "Website"). The Website consists of various web pages operated by CorleyQ Enterprises LLC. The Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of the Website constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

The Website is an E-Commerce Website.

The Grip-A-Line is a golf performance aid that applies visual aids to a golfer's glove as well as their ungloved hand to achieve unparalleled consistency in gripping a golf club on every shot, every time.

## Privacy

Your use of the Website is subject to CorleyQ Enterprises LLC's Privacy Policy. Please review our Privacy Policy, which also governs the Website and informs users of our data collection practices.

## Electronic Communications

Visiting the Website or sending emails to CorleyQ Enterprises LLC constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

## Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that CorleyQ Enterprises LLC is not responsible for third party access to your account that results from theft or misappropriation of your account. CorleyQ Enterprises LLC and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### Children Under Thirteen

CorleyQ Enterprises LLC does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Website only with permission of a parent or guardian.

### Cancellation/Refund Policy

We have a 30-day return policy. To return your purchase, please email [support@grip-a-line.com](mailto:support@grip-a-line.com) requesting a return and indicate the reason for the return request. We value your feedback to help our future product development and service efforts. If your request is received more than 30 days since the delivery date of your product, we will not accept your return.

If your product is returned in "like new" condition with original packaging, full credit will be issued for the price of the product, less shipping. Items that are not returned in like new condition with packaging are subject to a 25% restocking fee.

Unless the product received was damaged in shipping or was defective in manufacture (see below), you will be responsible for the shipping costs to return the product to us at the CorleyQ Enterprises LLC business address (see Contact Us, below).

Once your return is received, we will send you an email to notify you that we have received your returned item. Credit will be issued to the payment method used for the original purchase (e.g. credit card) and you will be notified via email of the credit. If a restocking fee is assessed, the credit notification email will explain why a fee was assessed.

If any of the components of the product have been damaged in shipping or are defective in manufacture, we will gladly replace the damaged or defective component(s). We will send a return label for the return of the damaged or defective component(s).

If you have any questions we are here to help you. If your return question is not answered here please email us at [support@grip-a-line.com](mailto:support@grip-a-line.com) and we will do our best to assist you.

### Links to Third Party Websites/Third Party Services

The Website may contain links to other websites ("Linked Websites"). The Linked Websites are not under the control of CorleyQ Enterprises LLC and CorleyQ Enterprises LLC is not responsible for the contents of any Linked Website, including without limitation any link contained in a Linked Website, or any changes or updates to a Linked Website. CorleyQ Enterprises LLC is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by CorleyQ Enterprises LLC of the site or any association with its operators.

Certain services made available via the Website are delivered by third party sites and organizations. By using any product, service or functionality originating from the Website domain, you hereby acknowledge and consent that CorleyQ Enterprises LLC may share such information and data with any third party with whom CorleyQ Enterprises LLC has a contractual relationship to provide the requested product, service or functionality on behalf of the Website users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these terms of use. As a condition of your use of the Website, you warrant to CorleyQ Enterprises LLC that you will not use the Website for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of CorleyQ Enterprises LLC or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. CorleyQ Enterprises LLC content is not for resale. Your use of the Website does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of CorleyQ Enterprises LLC and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of CorleyQ Enterprises LLC or our licensors except as expressly authorized by these Terms.

### **International Users**

The Service is controlled, operated and administered by CorleyQ Enterprises LLC from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CorleyQ Enterprises LLC Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless CorleyQ Enterprises LLC, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Website or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CorleyQ Enterprises LLC reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CorleyQ Enterprises LLC in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and CorleyQ Enterprises LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CORLEYQ ENTERPRISES LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

CORLEYQ ENTERPRISES LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. CORLEYQ ENTERPRISES LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CORLEYQ ENTERPRISES LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CORLEYQ ENTERPRISES LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

### Termination/Access Restriction

CorleyQ Enterprises LLC reserves the right, in its sole discretion, to terminate your access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Illinois and you hereby consent to the exclusive jurisdiction and venue of courts in Illinois in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CorleyQ Enterprises LLC as a result of this agreement or use of the Website. CorleyQ Enterprises LLC's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CorleyQ Enterprises LLC's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by CorleyQ Enterprises LLC with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CorleyQ Enterprises LLC with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CorleyQ Enterprises LLC with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### Changes to Terms

CorleyQ Enterprises LLC reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. CorleyQ Enterprises LLC encourages you to periodically review the Terms to stay informed of our updates.

## **Terms and Conditions (Feb. 2024)**



### **Contact Us**

CorleyQ Enterprises LLC welcomes your questions or comments regarding the Terms:

CorleyQ Enterprises LLC  
1432 North Mitchell Avenue  
Arlington Heights, Illinois 60004

Email Address:  
[support@grip-a-line.com](mailto:support@grip-a-line.com)