

TERMS OF SERVICE

You should read the Terms of Service (collectively with ClubCarp's Privacy Policy the "Terms of Service") completely before using www.clubcarp.com (the "Site") and subscribing to any products, boxes or services provided by ClubCarp or any affiliates ("we", "us", "our" or "ClubCarp") (together with the Site, the "Services"). These Terms of Service set out the legally binding terms and conditions for your use of the Site and the Services.

ACCEPTANCE OF TERMS OF SERVICE.

1. When registering for and/or participating in the Services in any manner, including, but not limited to, visiting, browsing or making purchases through the Site, you agree to these Terms of Service and all other conditions rules, policies and procedures that may be published from on the Site. These may be updated by us from time to time.
2. Services may include additional terms and conditions which will be specified by us from time to time; any use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.
3. These Terms of Service apply to everyone using the Services, including, without limitation, registered and unregistered users.

You agree that you are least 18 years of age. If you are under age 18, you may not use the Services. We reserve the right to refuse The Services at any point to any person. The Services are offered only for your use, and not for the use or benefit of any third party.

Subscription

To sign up for our subscription, you must fill out the form on The Site. You should never publish, distribute or post content from our Site.

CONTENT

DEFINITION

We acknowledge that the term “Content” includes, without limitation, words, images, data, information, photographs, videos, comments, graphics and recorded audio. You should not rely on any of our content to be correct and no reliance should be placed on our content.

NOTICES AND RESTRICTIONS

Our Content and Services may be protected by trademark, copyright, patents and other proprietary rights and laws. You shall abide by and maintain any and all copyright notices, information and restrictions contained in any Content accessed through the Services.

Any use, distribution, copying, modifying and storing of any Content for any purpose other than using the Services is expressly prohibited without prior written permission from us. You will not provide our content for use of any commercial venture or for sale, rent or license to any third party.

We may not guarantee that content is available at any time through our Site, and reserve the right to change, delete, upload, block or modify content at our discretion.

RULES

1. You agree to not to the Services for any purpose that is not allowed by these Terms of Service. You maintain responsibility for all of your activity in connection with the Services.
2. You shall not: (i) do anything that puts an unreasonably large undertaking on our website or personnel infrastructure. (ii) interfere or attempt to interfere with the functional working of the Services or any activities that can happen on the Services; (iii) go around or attempt to bypass any measures we may use to stop or remove access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) attempt to push any type of auto communication or “spam” on the Services; (v) attempt to use manual or automatic software, devices or other processes to “crawl” or “spider” any page of the Site; (vi) take any Content from the Services; (vii) create or put out any information you know is untrue or misleading; (viii) upload viruses or other codes, programs or files that could be designed or may damage, harm, interfere with or limit the correct function or task of software, hardware or communications equipment or to harm or attempt/use unauthorized access to any private information including data and passwords or other information belonging to us or a third party; or (ix) do or attempt to complete any other action or process against our policies and guidelines.
3. You will not (directly or indirectly): (i) take, remove or modify any codes or calculations on any part of our service (except where in the limited extent specific or applicable laws specifically prohibit such restriction); (ii) You shall abide by all applicable local, state, national and international laws and regulations.
4. We reserve any right to use, read or obtain any information as we reasonably believe is necessary to: (i) satisfy laws, regulations, legal processes or governmental request; (ii) enforce these Terms of Service, including, without limitation, the investigation of potential violations hereof; (iii) detect, prevent, or otherwise address fraud, security or technical issues;

(iv) respond to user support requests; or (v) protect the rights, property or safety of us, our users and the public.

5. All orders of our products are for personal and private use only. By purchasing any product or service, you agree not to sell on products or services for any commercial purposes. We reserve the right to reject or terminate any order that you place at any time.

ORDERING, DELIVERY, PAYMENTS AND BILLING

TERMS OF SALE

The purchase of our subscription products or any other item or service (such as box plans) offered by us, may be subject to payments now and in the future. You can contact us for information regarding our postage and delivery terms, and any cancelling and refundable product policies. All payment terms shown to you when you use our website or sign up form part of these Terms of Service.

You may place an order at any time (unless the site is subject to downtime). You must ensure your details are correct when entering information on our site, and remain responsible for submitting the right inputs prior to signing up to the service. When you make an order, this constitutes a legally binding offer given by you to us to purchase the product or service detailed in that order, subject to these Terms of Service, at a known price and on the terms agreed and displayed when you sign up or place your order. All orders must be accepted by us in the form of a confirmation email, unless this happens your order will not be accepted. We must received payment for your order for the acceptance to take place. You may print the information in the confirmation email for your records. Any risk of loss passes over to you upon the delivery to the specified shipping address provided by you in the sign up order form.

We will not offer refunds, exchanges, or customer help for any product or service that may have been purchased by a third party person or company, or unauthorised seller.

DELIVERY

Your order will be sent quarterly, within 90 days of your initial order. This will be specified by the customer service team should you get in contact with them on bite@clubcarp.com unless there are exceptional circumstances.

PAYMENT

We use a third-party payment processor, Square, to charge your nominated payment card for our products and services. Any processing of payments are subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms of Service. We will not be responsible for errors, mistakes or delays by the Payment Processor. By signing up to our products and services, you agree to pay us, through the Payment Processor, all charges at the prices set out to you upon signing up. You authorise us, through the Payment Processor, to charge your chosen payment card. You agree you will continue to make payments using that selected Payment Method. We reserve the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

PAYMENT METHOD

If we, through the Payment Processor, fail to receive payment, you hereby agree to pay any amount due upon demand.

SUBSCRIPTIONS, CANCELLATIONS AND REFUNDS

CONSUMER CANCELLATION RIGHTS

You may cancel an order up to 7 days before it is shipped by writing to us at bite@clubcarp.com. If you cancel, you will receive a full refund of the price paid for the products or services, only in accordance with our Refunds Policy (see below).

We will not accept any return or exchange for products sent to you, or for orders that have not been cancelled within 7 days before the shipment date.

If a refund is to be made, partial or full, it will be done to the payment card you used for your purchase, or by another agreed way of funds transfer between us.

AUTO-RENEWALS

The purchase of our subscription boxes and other plan products or services, are followed by recurring charges as agreed to by you when you sign up on our site for these products and service. You may opt out of further delivery of products and services by emailing bite@clubcarp.com, no less than 7 days before the shipment of the next product or service. You hereby agree that a subscription service will have recurring payments on your chosen payment card at a rate set out when you purchase a product or service. You accept full responsibility to ensure recurring charges for products and services can be collected and no debt will be brought about by any failed charges. You acknowledge that to cease any future recurring charges, the onus is upon you to notify us of cancellation no less than 7 days prior to the next shipment date.

CANCELLATION

To change or cancel your Subscription Services at any time, email bite@clubcarp.com with your full name and address. You will not be renewed after your then-current subscription term expires. It is your responsibility to notify us 7 days in advance of renewal.

CURRENT INFORMATION REQUIRED

To ensure your product is correctly delivered, you hereby agree to keep us informed of any change to your address, contact information and payment information should these change after you initially sign up to our products and services. Changes to this information can be made by emailing bite@clubcarp.com. If you fail to provide any of the foregoing information, you agree that we may continue charging you for any use of Paid Services under your Billing Account unless you have terminated your Paid Services as set forth above.

CHANGE IN AMOUNT AUTHORIZED

If any amount to be charged to you is going to change, we reserve the right to notify you of this by email to which you will have 7 days to cancel or terminate your subscription to our products and services.

REAFFIRMATION OF AUTHORIZATION

If you do not terminate or cancel your subscription to any product or service, you agree that this reaffirms your consent to our authorisation of payment charges for the subscription set out when you

signed up. You will be responsible for such charges, even if the payment method fails, we will still continue to attempt charges until the debt is settled. Any charges may be payable in advance, in arrears, or as otherwise described when you initially selected to use our service.

TERMINATION

We may cancel or refuse to continue with any or part of a product or service subscription at our sole discretion, in which case your agreement with us will be terminated. This may happen without notice and at any time. Any fees paid hereunder are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity provisions and limitations of liability.

DISCLAIMER

We do not guarantee that any Content or Service will be free from viruses and/or other code that may have destructive outcomes. You are responsible for ensuring you have appropriate IT safeguards to satisfy your requirements to protect your equipment, information and hardware against such things.

LIMITATION OF LIABILITY

Nothing in these Terms of Service shall limit or exclude our liability to you:

- for death or personal injury caused by our negligence;
- for fraudulent misrepresentation;

- for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded;
- under Part I of the Consumer Protection Act 1987; or
- for any other liability that, by law, may not be limited or excluded.

Any losses suffered by you shall not exceed the purchase price of the product or service, and is limited to reasonably foreseeable losses. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

If there are events outside of our control, we cannot be made liable or responsible for a failure to provide the service or product to you.

DISPUTES

You agree that any dispute between you and us regarding these Terms of Service or any order will only be dealt with by the English courts, except that if you live in Scotland or Northern Ireland, you can choose to bring legal proceedings either in your country or in England, but if we bring legal proceedings, we may only do so in your country.

GOVERNING LAW AND JURISDICTION

Subject to the Disputes section above, these Terms of Service shall be governed by and construed in accordance with English law.

We are required by law to advise you that orders may be concluded in the English language only and that no public filing requirements apply.

CHANGES TO TERMS OF SERVICE

We reserve the right, in our sole discretion, to change, add or remove any of these Terms of Service, or pause or discontinue the Services (including the availability of any data, content or site or product features) at any time. We will notify you of this by contacting you via the email address provided and by posting the information on our site. We may set restrictions on content and services provided, or restrict or change any access to parts or all of the Services without notice or liability. It remains your responsibility to check our Terms of Service from time to time for changes and modifications. Subject to your continued use of any Service or Product following a change to these Terms of Service will be taken as acceptance of those changes.

Agreement

These Terms of Service are the agreement between us and you with respect to the Products, Subscriptions and Services, including use of our Site, and supersede any previous communications and proposals (whether oral, written or electronic) between you and us with respect to the Products and Services. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

ASSIGNMENT

These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without consent.

USER CONTENT

Should you provide any user content to us, you agree that this is the sole responsibility of the person who originated such User Content. You agree that all User Content submitted by you is complete, truthful and accurate and complies with all applicable laws, rules and regulations. User Content submitted may not go against any applicable law or regulation, be threatening or defamatory, mimic or copy work or property of another person or entity, be known as 'spam' or advertise without authorisation, transmit or distribute any computer virus or bug, or attempt to bring any destructive properties to any person's property including computer software and hardware. We make no representations, warranties or guarantees with respect to any User Content that you access on or through the Services.

You will remain the owner of all User Content that you submit to us, but you hereby grant us a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable (through multiple tiers), royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), edit, modify, and make derivative works from your User Content (including, without limitation, your name and likeness, photographs and testimonials) for any purpose whatsoever, commercial or otherwise, without compensation to you. In addition, you waive any so-called "moral rights" or rights of privacy or publicity in your User Content. If you make suggestions to us about improving or adding new features to the Services, we have the right to use your suggestions without any compensation to you.

AGENCY

No agency, partnership, joint venture or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

NOTICES

Unless specified in the Terms of Service, any notice under these Terms of Service will be provided in writing and will therefore be deemed to have been duly given when received, if personally delivered or sent by tracked or recorded post, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognised overnight delivery service. Electronic notices should be sent to bite@clubcarp.com

NO WAIVER

Our failure to enforce any part of these Terms of Service does not mean we waive any right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, we must provide you with written notice of such waiver through one of our authorised representatives.

HEADINGS

The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

CONTACT

You may contact us at the following address: ClubCarp, 11 Oxenden Park Drive, Herne Bay, Kent
CT68UB.

EFFECTIVE DATE OF TERMS OF SERVICE: 22nd June 2020