

iPUTT



TERMS & CONDITIONS

JANUARY 2022

WEBSITE TERMS OF USE

PLEASE READ CAREFULLY BEFORE USING THIS WEBSITE.

This, Terms of Use Agreement (together with the documents referred to in it) (the “Terms of Use” or the “agreement”) is a legal agreement between you and i-Putt Limited, our address for use of our website, www.i-putt.com, and the purchase of products from us. By using the website and/or purchasing goods from us, you must read, agree with and accept all of the terms and conditions contained in this agreement. This agreement is provided to you and concluded in English. You agree that any use by you of the website and/or the purchase of goods through the website shall constitute your acceptance of the agreement. We recommend that you store or print-off a copy of the agreement (including all policies) for your records. If you do not agree to the terms of this agreement, please refrain from using the website.

1. ACCESS AND USE OF WEBSITE

1.1. In consideration of you agreeing to abide by the terms of this agreement, we hereby grant to you a non-exclusive, non-transferable, licence to use the website on the terms of this agreement.

1.2 Access to the website is permitted on a temporary basis for your private purposes only and we reserve the right to withdraw or amend the service we provide on the website without notice. We will not be liable if for any reason the website is unavailable at any time or for any period.

1.3 From time to time, we may restrict access to some parts of the website, or our entire site, to users who have registered with us.

1.4 If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

1.5 You are responsible for making all arrangements necessary for you to have access to the website. You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms, and that they comply with them.

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1.6 You must not misuse the website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the website, the server on which the website is stored or any server, computer or database connected to the website. You must not attack the website via a denial-of-service attack or a distributed denial-of service attack.

1.7 If you breach clause 1.6, you will be committing criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, we reserve the right to immediately cease your right to use the website.

1.8 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the website or to your downloading of any material posted on it, or on any website linked to it.

1.9 When you visit this website and/or submit an order, you are communicating with us electronically and you agree that all agreements, notices, disclosures, and other communications that we send to you electronically satisfy any legal requirement that such communications be in writing.

1.10 The Site may make available certain functionality through which you are able to post or send information, content and/or materials. For purposes of clarity, you retain ownership of any information, content and/or materials you submit through a Profile or a Forum or otherwise through the Site (each, a "Submission"), subject to the terms and conditions of this Agreement. Any project you elect to submit through the Site will be considered a Submission. For each Submission that you make available through or in connection with the Site, you hereby grant to Company, the Affiliated Entities and their respective service providers and designees a worldwide, non-exclusive, transferable, sub-licensable (through multiple tiers), royalty-free, fully paid up, perpetual, irrevocable right and license, without compensation to you (except to the limited extent set forth herein) or any third party: to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display and publicly perform such Submission, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes).

For each Submission, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Submission, and your provision thereof to and through the Site, comply with all applicable laws, rules and regulations and does not infringe the rights of any third party. If we determine at any time that you have violated the foregoing provision, we may immediately terminate your use of the Site and this Agreement. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding each Submission that you may have under any applicable law under any legal theory. We request this license and waiver to help ensure that we have all the rights we may need to provide the Services available through the Site.

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1.11. We may (but have no obligation to) to monitor, evaluate, refuse to post, remove, or alter Submissions before or after they appear on the Site. If you specify, we will make a Project available only to other members of your Group. Notwithstanding the foregoing, we may disclose any Submissions and the circumstances surrounding their transmission to anyone for any reason.

2. OTHER APPLICABLE TERM

2.1 These Terms of Use refer to the following additional terms, which also apply to your use of the website:

- (a) our privacy policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the website, you consent to such processing, and you warrant that all data provided by you is accurate; and
- (b) our minority privacy policy which sets out the terms on which we process any personal data we collect from a minor
- (c) our cookie policy, which sets out information about the cookies on the website.

2.2 If you subscribe for any of our other services you will also have to agree to the terms that govern the service you have subscribed for.

3. YOUR CONDUCT

3.1 our website is designed and built for users of all ages, their families, teachers, and their students. to enjoy

3.2 You must not use the website in any way that causes, or is likely to cause, the Website or access to it to be interrupted, damaged or impaired in any way.

3.3 You must not use the website for any of the following:

- (a) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity;
- (b) to send, use or reuse any material that is (i) illegal, offensive, abusive, indecent, defamatory, obscene or menacing, and/or (ii) in breach of copyright, design, trade mark, confidence, privacy or any other right, and/or (iii) otherwise injurious to third parties, and/or (iv) objectionable, and/or (v) which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any “spam”; and
- (c) to cause annoyance, inconvenience or needless anxiety.

4. YOUR INDEMNITIES AND UNDERTAKINGS

4.1 You agree that when using the website and/or any products sold on our website you will comply with all applicable laws and this agreement. In particular, but without limitation, you agree not to:

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- (a) use the website and/or any products sold on our website in any unlawful manner or in a manner which promotes or encourages illegal activity; or
- (b) breach any law, statute, contract, or regulation;
- (c) act in a manner that is obscene, defamatory, libelous, unlawfully threatening or unlawfully harassing;
- (d) provide false, inaccurate or misleading information;
- (e) use an anonymising proxy; or
- (f) use the website and/or any products sold on our website to attempt to gain unauthorised access to any computer network, server or system.

4.2 Notwithstanding clause 4.1, you agree to indemnify us in full and on demand from and against any loss, damage, costs or expenses which we suffer or incur directly or indirectly as a result of your use of the website and/or any products sold on our website other than in accordance with this agreement or any applicable laws.

5. INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT

5.1 All content, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data and software included or used in the website is the exclusive property of i-Putt Ltd, its affiliates or its suppliers and is protected by national and international laws protecting intellectual property and other rights.

5.2 All intellectual property rights, including, without limitation, all copyrights, database rights, rights in trademarks (except as specifically provided below), rights in designs, rights in know-how, rights in patents and inventions as well as all other intellectual or industrial property rights, relating to any information, content, materials, data or processes contained on the website belong to i-Putt Ltd, its affiliates and/or its content suppliers. All such intellectual property rights of i-Putt Ltd, its affiliates and/or its content suppliers are hereby reserved.

5.3 You may not extract and/or re-utilise parts of the contents of the website without i-Putt Ltd express written consent. In particular, you may not utilise any data mining tools, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any parts of this website, without i-Putt Ltd express written consent. You also may not create and/or publish your own database that features substantial (e.g., our prices and product listings) parts of this website without i-Putt Ltd's express written consent.

5.4 Except where expressly stated to the contrary, all persons (including their names and images), third party trademarks and images of third-party products, services and/or locations featured on this website are in no way associated, linked, or affiliated with i-Putt Ltd. Any trademarks/names featured on this website are owned by the respective trademark owners. Where a trademark or brand name is referred to, it is used solely to describe or identify the products and/or services and it is in no way an assertion that such products or services are endorsed by i-Putt Ltd.

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6. LIMITATION OF LIABILITY

6.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

6.2 To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the website or any content on it, whether express or implied.

6.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- (a) use of, or inability to use, the website; or
- (b) use of or reliance on any content displayed on the website.

6.4 If you are a business user, please note that, we will not be liable for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss of business opportunity, goodwill or reputation; or
- (e) any indirect or consequential loss or damage.

6.5 If you are a consumer user, please note that we only provide the website for domestic and private use. You agree not to use the website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.6 We assume no responsibility for the content of websites linked on the website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

6.7 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by use to you, which will be set out in our terms and conditions of supply.

6.8 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

6.9 To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to the purchase of the Product, any content on it, whether express or implied.

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7. LINKING TO THIS WEBSITE

7.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

7.2 You must not establish a link from any website that is not owned by you.

7.3 This website must not be framed on any other site, nor may you create a link to any part of this website other than the home page. We reserve the right to withdraw linking permission without notice.

8. INDEMNITY

8.1 You agree to indemnify, defend and hold harmless i-Putt Ltd, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use of this website or your breach of these Terms of Use.

9. RETURN POLICY

9.1 We want you to be 100% satisfied with your i-Putt Ltd products. All unopened products are eligible for return within 10 days of receipt. We unfortunately cannot reimburse you for the cost of shipment. Important Note: It is your responsibility to return the unopened, unused product appropriately and with enough protection so that it arrives undamaged. We will not be able to refund any products that arrive damaged or used to our location. For your peace of mind and ours please send the return back via recorded delivery and retain the tracking number. We will refund the cost of the product(s) to the credit or debit card (or other payment method) used to pay. You will receive the refund within 5 working days of us receiving it. If you have any questions about selecting the right products, placing an order, or arranging a return please contact hello@thearcmaster.com for assistance.

10. FAULTY ITEMS

10.1 At i-Putt Ltd we work very hard to deliver the highest quality products to you. If your product is faulty in any way, please contact our support team on hello@thearcmaster.com we will do our best to fix the issue or replace the item. You are entitled to a full refund including the cost of shipping if you wish to return the faulty items on the basis you have informed hello@thearcmaster.com within 48 hours of receipt of the products. Please do not wait more than 48 hours after receipt to report problems or defective products, we will not be able to service the report. All merchandise returns for a refund or credit must be within 14 days in new, unused, unpacked resalable as new condition.

11. CANCELLATION POLICY

11.1 Should you wish to cancel an order before it has been delivered, please let us know as soon as possible. Our aim is to have your order shipped on the day of purchase on orders made before

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3pm BST, subject to stock availability. If we have already shipped your item, please contact us to arrange a return and refund.

12. NO RELIANCE ON INFORMATION

12.1 The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the website.

12.2 Although we make reasonable efforts to update the information on the website, we make no representations, warranties or guarantees, whether express or implied, that the content on the website is accurate, complete, or up to date.

13. CHANGES TO THESE TERMS

13.1 We may revise these terms of use at any time by amending this page.

13.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

14. APPLICABLE LAW

14.1 These Terms of Use and any matter arising out of or in connection with it are to be construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising from or in connection with this Agreement.

15. DISCOUNT PROMOTIONS

15.1 From time to time, i-Putt Ltd may offer promotion discount. Promotion discount and / or codes are available to end users only, and not to distributors or resellers. Promotions are limited to specific locations, products, time frames or quantities. Further information per promotion is available from hello@thearcmaster.com on request. In all cases, i-Putt Ltd may stop the promotion at any time at its absolute discretion.