

TERMS OF USE

Welcome to clubdrive.com (the "Website"). ClubDrive Systems LLC. provides Website features to you subject to the following conditions. If you visit Clubdrive.com, you accept these conditions. Please read them carefully.

PRIVACY

Please review our Web Privacy Policy, which also governs your visit to clubdrive.com, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you visit Clubdrive.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of ClubDrive or its content suppliers and protected by United States and international copyright laws. The compilation of all content on this Website is the exclusive property of ClubDrive and protected by U.S. and international copyright laws. All software used on this site is the property of ClubDrive or its software suppliers and protected by United States and international copyright laws.

TRADEMARKS

ClubDrive graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of ClubDrive in the U.S. and/or other countries. ClubDrive's trademarks and trade dress may not be used in connection with any product or service that is not ClubDrive's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits ClubDrive. All other trademarks not owned by ClubDrive that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by ClubDrive.

THIRD-PARTY LINKS

In an attempt to provide increased value to our visitors, ClubDrive may link to Websites operated by third parties. However, even if the third party is affiliated with ClubDrive, ClubDrive has no control over these linked Websites, all of which have separate privacy and data collection practices, independent of ClubDrive. These linked Websites are only for your convenience and therefore you access them at your own risk. Nonetheless, ClubDrive seeks to protect the integrity of its Website and the links placed upon it and therefore requests any feedback on not only its own Website, but for Websites it links to as well (including if a specific link does not work)

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THIS WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE PROVIDED BY CLUBDRIVE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. CLUBDRIVE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION,

CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, CLUBDRIVE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLUBDRIVE DOES NOT WARRANT THAT THIS WEBSITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE; ITS SERVERS; OR E-MAIL SENT FROM CLUBDRIVE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CLUBDRIVE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, SOFTWARE OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

APPLICABLE LAW

By visiting ClubDrive.com, you agree that the laws of the state of Georgia, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and ClubDrive.

DISPUTES

Any dispute relating in any way to your visit to Clubdrive.com or to services sold or distributed by ClubDrive through Clubdrive.com shall be adjudicated in any state or federal court in Fulton County, Georgia, and you consent to exclusive jurisdiction and venue in such courts.

WEBSITE POLICIES, MODIFICATION, AND SEVERABILITY

We reserve the right to make changes to our Website, policies, and these Terms of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.