

## **General Terms of Use Agreement**

This Terms of Use Agreement ("Agreement") is entered into by and between you ("User" or "You") and Silicon Valley Golf Performance Center ("Company," "we," "us," or "our"). This Agreement governs your use of [www.svgolfpc.com](http://www.svgolfpc.com) ("Website"). By accessing or using the Website, you agree to be bound by the terms and conditions of this Agreement.

### **1. Acceptance of Terms**

By accessing or using the Website, you agree to be bound by these terms and conditions. If you do not agree with any part of these terms, you may not use the Website.

### **2. User Eligibility**

You must be at least 18 years old to use the Website. By using the Website, you represent and warrant that you are at least 18 years old.

### **3. User Account**

You may be required to create a user account to access certain features of the Website. You are responsible for maintaining the confidentiality of your account information and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your account.

### **4. Content**

a. User-generated Content: You may submit content to the Website, including but not limited to text, images, and comments. By submitting content, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable license to use, reproduce, adapt, publish, translate, and distribute such content.

b. Prohibited Content: You agree not to submit any content that is illegal, defamatory, infringing on intellectual property rights, or violates any applicable law or regulation.

### **5. Intellectual Property**

The content, trademarks, and logos on the Website are the property of the Company or its licensors. You may not use, reproduce, or distribute any content from the Website without the prior written consent of the Company.

### **6. Termination**

We reserve the right to terminate or suspend your access to the Website without notice for any reason, including violation of this Agreement.

### **7. Disclaimer of Warranties**

The Website is provided "as is" without any warranties, express or implied. We do not warrant the accuracy, completeness, or reliability of any content on the Website.

#### 8. Limitation of Liability

In no event shall the Company be liable for any indirect, consequential, incidental, special, or punitive damages arising out of or in connection with your use of the Website.

#### 9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of California.

#### 10. Changes to Terms

We reserve the right to modify or update these terms at any time. Your continued use of the Website after any such changes constitutes your acceptance of the new terms.

By using the Website, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not agree to these terms, please do not use the Website.

Effective Date: 1/30/2024

Silicon Valley Golf Performance Center

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[info@svgolfpc.com](mailto:info@svgolfpc.com)