

## TERMS OF USE OF OUR WEBSITE

[HTTPS://DRIVE-TOURNAMENT.COM](https://drive-tournament.com)

Effective as of July 5, 2024

These Terms of Use ("Terms") apply to the website located at <https://drive-tournament.com/> (the "Site"). As used in these Terms, such terms as "drive-tournament.com," "we," and "us" refers to DRIVE-TOURNAMENT.COM.

**Your access to and use of the Site is subject to your full acceptance of and adherence to these Terms.** These Terms apply to all people, who access, view or use the Site (collectively referred to as "Users"). By accessing, viewing and/or using the Site in any way, you agree to be bound by these Terms and to use the Site in full compliance with all applicable local, state, national, foreign and international regulations, rules, and laws. **If for any reason you disagree with any part of the Terms, please exit the Site now and stop accessing and/or using the Site in the future.**

### **ARBITRATION NOTICE / CLASS ACTION WAIVER:**

**YOU AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAWS, ALL DISPUTES BETWEEN YOU AND DRIVE-TOURNAMENT.COM SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN ALL AND ANY CLASS ACTION LAWSUIT(S) AND/OR CLASS-WIDE ARBITRATION.**

#### **1. Eligible Users.**

These Terms constitute a binding legal contract between you and DRIVE-TOURNAMENT.COM. You must read and agree to these Terms before using the Site. If you do not agree with any of these Terms, then you are not authorized to use the Site and you must exit the Site at this time and stop accessing and/or using the Site in the future. You must be at least thirteen (13) years of age in order to accept and be bound by the Terms, and to access, visit and use the Site. If you are under thirteen (13) years of age, please exit the Site now.

If you are at least thirteen (13) years of age but under eighteen (18) years of age, you must ask one of your parents or legal guardians to review and accept these Terms and to allow you to use the Site under their supervision. If you do not yet have a permission from one of your parents or legal guardians to use the Site under their supervision, please exit the Site now.

If you are a parent or legal guardian of a person under the age of 18, by allowing your child to use the Site, you agree to be bound by these Terms and agree to be responsible for your child's activity on the Site.

## **2. Use of the Site is for Personal Purposes Only; Commercial Use Prohibited.**

Subject to your full adherence to and compliance with the Terms, you may access and use our Site solely for your personal, non-commercial purposes. You may not use the Site and/or any of its contents (including, but not limited to, text, graphics, images, video, information, logos, audio files, HTML text, and/or computer code) for any commercial purpose without the explicit written consent of DRIVE-TOURNAMENT.COM. The term “commercial purposes” means using the Site and/or any of its contents directly or indirectly in connection with any business or other undertaking intended for profit. You are also prohibited from doing or participating in any of the following:

- (a) Use the Site for any purposes other than your personal, non-commercial purposes.
- (b) Copy, sell, lease, license, transfer, assign, modify, alter, or create derivative works of any part of our Site (including, but not limited to, text, graphics, images, video, information, logos, audio files, HTML text, and computer code) or any of our Intellectual Property (as defined below).
- (c) Use any robot, automated data access tool, data mining tool, spider, scraper, data gathering or extraction tool, or any other automated means, in order to access, collect, copy, download, record, alter or modify the Site.
- (d) Interfere or attempt to interfere with the intended work or processes of the Site;
- (e) Compromise the Site’s system integrity or security.
- (f) Decipher any transmissions or encrypted data to or from, the Site’s server(s).
- (g) Upload, transmit, send or share any computer viruses, malware, worms, or any other software through the Site.
- (h) Use the Site in any manner that affects or impacts: (i) the Site’s operation, speed, availability to other users, or performance of our Site; and/or (ii) the stability of our server(s).
- (i) Reverse engineer, decode or decompile any part of the Site or its contents or bypass any measures the Site may utilize use to limit, restrict, prevent, restrict or block access to the Site or any of the Site’s data and contents.
- (j) Create mirror copies of the Site or any materials thereof and to show or display such mirror copies on any other websites, servers, social media or elsewhere online.
- (k) Use the Site in order to develop competing products or services, for benchmarking or competitive analysis of the Site, or to otherwise compete with DRIVE-TOURNAMENT.COM, or to gain commercial advantage over DRIVE-TOURNAMENT.COM, or to cause any harm to DRIVE-TOURNAMENT.COM or its providers, suppliers or other users of the Site.
- (l) Misrepresent your identify or affiliation with a person or entity, or hide, or attempt to hide your identity, or impersonate another person.
- (m) Use the Site for any fraudulent purposes or use the Site in any manner or for any purpose that violates any applicable laws, regulations, legal requirements or obligations, contractual obligations, intellectual property rights, rights of privacy, rights of personality, and/or any other right of any person.

(n) Remove any trademark or copyright notices, or other proprietary notices from the Site.

(o) Refer or point to the Site or to DRIVE-TOURNAMENT.COM in any way or manner that could reasonably suggest or imply an endorsement, relationship or affiliation with or sponsorship between DRIVE-TOURNAMENT.COM and you or a third party, other than what is explicitly permitted under these Terms.

### **3. Suspension and Termination of Access.**

DRIVE-TOURNAMENT.COM reserves the rights to suspend or terminate your (or anyone else's) access to the Site at any time for any reason or no reason, with or without advance notice.

### **4. Restrictions on Service Locations.**

The Site is controlled and operated from the United States. DRIVE-TOURNAMENT.COM makes no representations that the Site will be available for use in other countries or locations. Those who access or use the Site from other countries or locations are fully responsible for compliance with all applicable United States and local laws and regulations, including but not limited to, all export and import regulations. You are prohibited from using the Site if you live in a country or location embargoed or sanctioned by the United States, or if you are a foreign person or entity blocked, sanctioned or denied by the United States government. You are prohibited from using VPN or other tools or measures to circumvent any such embargos, sanctions or denials.

### **5. User Data.**

As part of your access, review, interaction with and other use of the Site, the Site will collect data, metadata, and other information, including information that may identify you and/or your location. All User Data will be collected, processed and used according to your PRIVACY POLICY that can be accessed [https://drive-tournament.com/wp-content/uploads/PRIVACY\\_POLICY.pdf](https://drive-tournament.com/wp-content/uploads/PRIVACY_POLICY.pdf). If you are a California resident, your User Data will also be subject to the CALIFORNIA PRIVACY POLICY accessible [https://drive-tournament.com/wp-content/uploads/PRIVACY\\_POLICY\\_California.pdf](https://drive-tournament.com/wp-content/uploads/PRIVACY_POLICY_California.pdf). Both of the aforementioned policies are hereby incorporated by reference into the Terms. Subject to the PRIVACY POLICY and CALIFORNIA PRIVACY POLICY, you hereby grant to DRIVE-TOURNAMENT.COM, and represent and warrant that you have all rights necessary to grant to DRIVE-TOURNAMENT.COM, a perpetual, irrevocable, non-exclusive, sublicensable, transferable and royalty-free right and license to collect, use, reproduce, electronically distribute, transmit, have transmitted, perform, display, store, archive, and to modify and make derivative works of any and all User Data in order to provide and maintain the Site and for such uses as described in the aforementioned Privacy Policies, and, solely in anonymous or aggregate form, to

improve DRIVE-TOURNAMENT.COM's products and the Site and for other business purposes of DRIVE-TOURNAMENT.COM (and any and all such derived data is deemed part of DRIVE-TOURNAMENT.COM's Intellectual Property). DRIVE-TOURNAMENT.COM takes no responsibility and assume no liability for any of your User Data. You shall be solely responsible and indemnify us for your User Data.

## **6. Product Listings.**

All of DRIVE-TOURNAMENT.COM's products displayed on the Site are either unique singular items or else available only while supplies last. In some cases, products displayed for sale at the Site may no longer be available for sale. The prices displayed on the Site are in U.S. Dollars and are valid and effective only in the United States.

## **7. Promotions.**

The site may post or offer promotions from time to time. Each promotion shall be governed by its own rules published contemporaneous with the promotion.

## **8. DRIVE-TOURNAMENT.COM's Proprietary Rights; Permissions.**

All materials accessible through or available on the Site (including, without limitation, data, meta data, text, software, audio, video, photographs, graphics, logos) constitute the exclusive Intellectual Property of DRIVE-TOURNAMENT.COM ("Intellectual Property"), and are protected by trademark rights, service mark rights, trade dress rights, patents, copyrights, moral rights, rights of publicity, trade secret rights and other intellectual property rights. Except as otherwise stated in these Terms, you may not copy, download, reproduce, modify, alter, distribute, republish, or share any such Intellectual Property. **You are hereby given a non-exclusive limited permission to access, view, copy, and download the Intellectual Property on this Site solely for personal, non-commercial use, provided that you make no changes or modifications to said materials and that all trademark, copyright and other proprietary notices contained in the materials are retained. Any such permission shall terminate automatically and immediately without further notice if you breach any of the Terms.** Upon such termination, you shall immediately destroy any materials that you copied, downloaded and/or stored.

## **9. Security.**

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online. However, we cannot guarantee that no unauthorized third party will be able to overcome our security measures or get access to User Data. You fully understand and accept the risk and agree that DRIVE-

TOURNAMENT.COM will not be liable in any way for any such unauthorized access or any harm it may cause you.

#### **10. Warranties and Disclaimers.**

The Site and all of its contents are provided on an **AS IS** basis, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. No information or advice, whether oral or written, obtained by you from DRIVE-TOURNAMENT.COM or from the Site will create any warranty not expressly stated herein. DRIVE-TOURNAMENT.COM further does not warrant that the Site's contents are current, accurate, error-free, correct or can be relied for any purpose; that the Site or the products it offers will meet your expectations or requirements; that the Site is free of viruses, malicious code or other harmful components. You will download any data or content from the Site at your own risk and you will be solely responsible for any damage to your computer, mobile or other digital device or any loss of data that may result results from any such download from or your use of the Site. All data, information and materials on the Site can be changed at any time at DRIVE-TOURNAMENT.COM's sole discretion and without any notice to you.

#### **11. Links to Other Websites and Services.**

The Site may include links to information and websites created and maintained by third parties. The inclusion of links is solely for your convenience and education and is not intended to approve, recommend, endorse or assign importance to any of such third-party websites. Unless explicitly indicated on the Site, the inclusion of any links is not an endorsement of any commercial product, service, process, or enterprise. DRIVE-TOURNAMENT.COM cannot assume any responsibility for the content, operation, or policies of other websites. Furthermore, DRIVE-TOURNAMENT.COM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY linked on the Site. DRIVE-TOURNAMENT.COM will not be a party to any of your transactions with any such linked websites.

#### **12. Electronic Communications.**

You understand and agree that DRIVE-TOURNAMENT.COM may, but is not required, to send electronic mail and digital messages to you for the purpose of advising you of any changes or additions to this Site, including to these Terms and for any other purposes as DRIVE-TOURNAMENT.COM deems appropriate at its sole discretion.

#### **13. Limitation on Liability.**

To the maximum extent permitted by applicable laws, and regardless of whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis or legal doctrine, DRIVE-TOURNAMENT.COM OR ITS A SUBSIDIARIES, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS AND CONTRACTORS SHALL NEVER BE LIABLE TO YOU:

(a) for any damages caused to you as a result of any mistakes, omissions, interruptions, errors, defects, viruses, delays in the Site's operation or transmission of data, or from any other failure of the Site's performance for any reason;

(b) for any personal injury, property damage, of any nature whatsoever, that was caused to you as a result of your access or usage of the Site; AND/OR

(c) for any indirect, special, incidental, consequential, punitive or exemplary damages, including, without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of user information, or the inability to use the site or any of their features. the user's sole remedy is to cease use of the site.

#### **14. Indemnification.**

You agree to defend, indemnify and hold DRIVE-TOURNAMENT.COM and its subsidiaries, agents, directors, officers, employees, suppliers and contractors harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with any of the following:

- (a) Your violation or breach of the Terms;
- (b) Your violation of any third-party rights, including without limitation, any Intellectual Property rights or privacy rights;
- (c) Your violation of any applicable laws, rules, and/or regulations in the United States or any other country or jurisdiction; AND/OR
- (d) Your willful misconduct.

#### **22. Arbitration**

##### **READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES**

To the fullest extent permitted by law, you agree that all disputes or differences between you and DRIVE-TOURNAMENT.COM arising under or which are related to these Terms or in any way related to your access and/or usage of the Site, including purchasing any products from the Site, and upon which an amicable understanding cannot be reached within thirty (30) calendar days, SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION,

**23. Class Action Waiver**

**READ THIS SECTION CAREFULLY AS IT REQUESTS YOU TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DRIVE-TOURNAMENT.COM.**

To the fullest extent permitted by law, YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST DRIVE-TOURNAMENT.COM AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. You further agree that in the event you have any claim against DRIVE-TOURNAMENT.COM whatever, ALL CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING.

**24. No Waiver.**

The failure of DRIVE-TOURNAMENT.COM to insist upon strict adherence to any term or provision of the Terms on any occasion shall not be considered a waiver of DRIVE-TOURNAMENT.COM's rights or deprive DRIVE-TOURNAMENT.COM of the right thereafter to insist upon strict adherence to that term or provision of the Terms.

**25. Severability.**

If any part, term or provision of the Terms is held to be unenforceable for any reason, the validity of the remaining parts, terms or provisions of the Terms shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Terms did not contain the particular part, term or provision held to be unenforceable.

**26. Governing Law; Jurisdiction and Venue.**

The Terms shall be construed, interpreted and applied according to the laws of the State of California without regard to conflicts of law provisions. You agree that Los Angeles, California is the proper venue for all and any arbitration proceedings and the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision set forth in the Terms is found to be unenforceable.

**27. Amendments of the Terms.**

DRIVE-TOURNAMENT.COM may from time to time change the Terms at its own discretion and without giving you advance notice. If we make material changes to the Terms, DRIVE-TOURNAMENT.COM may attempt to notify you by email or through a message posted on the Site.

DRIVE-TOURNAMENT.COM reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain notifications as required under applicable laws or as described in these Terms. Your continued use of our Site following any such change constitutes your agreement and affirmative acceptance to follow and be bound by the modified Terms. If you do not agree to, or cannot comply with, the Terms as modified, you must stop using the Site.

## **28. California Residents.**

As a provider of electronic commercial services, DRIVE-TOURNAMENT.COM advises you that if you are a California resident, in accordance with The Civil Code of California §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

## **29. DRIVE-TOURNAMENT.COM's Contact Information.**

To contact our customer service team or file any complaints or suggestions, please click [info@drive-tournament.com](mailto:info@drive-tournament.com).