

## TERMS OF USE OF SITE

### NOTICE

By accessing and using this Website or downloading materials from this Website or using any of the services we offer you agree to abide by the terms and conditions of use set out below. If you do not agree to be bound by these terms and conditions of use, please do not use this Website.

#### 1. USE OF THE SITE

1.1 References to "we", "us" or "our" throughout [www.playaputt.com](http://www.playaputt.com) ("the Site") are to Holesim Limited which operates the Site.

1.2 The use of the Site is governed by these terms. We reserve the right to modify these terms and conditions from time to time without notice to you, following which all use of our Website will be governed by that version. You must check the terms and conditions on the Website regularly.

1.3 There is no charge imposed by us for accessing the Site but you must pay the cost of the communications link you use to visit the Site.

1.4 Access to the Site may be suspended, restricted or terminated at any time. We cannot guarantee that the Site will be error free and can accept no liability for its unavailability.

#### 2. LINKS TO OTHER WEB SITES

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#### 3. INTELLECTUAL PROPERTY

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3.2 Holesim Ltd and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, in the first instance please contact us by e-mail at [info@holesim.com](mailto:info@holesim.com)

#### 4. ADVERTISING AND SPONSORSHIP

The Site may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the site complies with international and national law. We will not be responsible for any error or inaccuracy in advertising material.

## 5. COMPETITIONS AND PRIZES

From time to time we may run competitions, free prize draws and promotions on the Site. These are subject to additional terms that will be made available at the time. Competitions can only be entered by UK residents only or as otherwise stated on the relevant terms and conditions.

## 6. CONFIDENTIALITY

We understand the importance of confidentiality to the successful planning, establishment and running of your business. Therefore we undertake, and by your use of this Website, you undertake, that respectively we will not at any time hereafter use, divulge or communicate to any person, except as may be required by law or any legal or regulatory authority, any confidential information concerning the business or affairs of any customer, prospective customer, or supplier of Holesim Ltd., or any of our international distributors, and all of us shall use our best endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

## 7. APPLICABILITY OF MATERIALS

We have used our best endeavours to ensure that our Website complies with international laws. However, we make no representations that the materials on our Website are appropriate or available for use in all international locations. Those who visit our Website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of our Website and/or viewing of it, or use of any material or content on our Website or services, or Equipment offered through our Website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use our Website and you must exit immediately.

## 8. ACCESS TO PASSWORD PROTECTED AREAS

Access to and use of areas of this Website requiring a password is restricted to authorised users only. These areas may also be governed by a separate agreement between you and us. Unauthorised persons attempting to access these areas may be subject to prosecution.

## 9. USER INFORMATION

We encourage feedback on how to improve this Website. Any comments may be e-mailed to [info@holesim.com](mailto:info@holesim.com). Any feedback shall be deemed to be non-confidential and you agree that we may use such information in any way we choose. You agree that any information provided to us shall not contain defamatory, offensive, threatening, obscene, harassing, infringing or otherwise unlawful material or proprietary material of another. We shall not be liable for such material and reserve the right to remove it from the Website without liability.

## 10. VIRUSES, ETC.

In making any postings on our Website you represent and warrant that such postings shall not contain any viruses or other contaminating or destructive devices or features. We endeavour to ensure that our Website is free of any such viruses devices or features but we give no representation or warranty to that effect and accept no liability whatsoever for any loss or damage suffered by you in the event that it does.

## 11. GOVERNING LAW

These terms and conditions and your use of this Website are governed by the laws of England and Wales.