

## Terms and Conditions for The Golf Project LLC dba Caleb Christensen Golf

By accessing and using these services provided by The Golf Project LLC dba Caleb Christensen Golf (herein called Company), you accept and agree to be bound by the terms and provision of this agreement. In addition, when using these particular services, you shall be subject to any posted guidelines or rules applicable to such services. Any participation in this service will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use this service.

### Privacy Policy of The Golf Project LLC

The Company operates this website, at [www.calebchristensengolf.com](http://www.calebchristensengolf.com) which provides information and golf instruction/coaching services to clients.

This page is used to inform website visitors regarding our policies with the collection, use, and disclosure of Personal Information if anyone decided to use our services and/or this website, [www.calebchristensengolf.com](http://www.calebchristensengolf.com)

If you choose to use our Service(s), then you agree to the collection and use of information in relation with this policy. The Personal Information that we collect are used for providing and improving the Service. We will not use or share your information with anyone except as described in this Privacy Policy.

The terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, which is accessible at [www.calebchristensengolf.com](http://www.calebchristensengolf.com) unless otherwise defined in this Privacy Policy.

#### Information Collection and Use

For a better experience while using our Service, we may require you to provide us with certain personally identifiable information, including but not limited to your name, email, phone number, postal address, and social media account information. The information that we collect will be used to contact or identify you.

#### Log Data

We want to inform you that whenever you visit our Service, we collect information that your browser sends to us that is called Log Data. This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser version, pages of our Service that you visit, the time and date of your visit, the time spent on those pages, and other statistics.

#### Cookies

Cookies are files with small amount of data that is commonly used an anonymous unique identifier. These are sent to your browser from the website that you visit and are stored on your computer's hard drive.

Our website uses these “cookies” to collection information and to improve our Service. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your computer. If you choose to refuse our cookies, you may not be able to use some portions of our Service.

#### Service Providers

We may employ third-party companies and individuals due to the following reasons:

- To facilitate our Service
- To provide the Service on our behalf
- To perform Service-related services; or
- To assist us in analyzing how our Service is used.

We want to inform our Service users that these third parties have access to your Personal Information. The reason is to perform the tasks assigned to them on our behalf. However, they are obligated not to disclose or use the information for any other purpose.

#### Security

We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security.

#### Links to Other Sites

Our Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by us. Therefore, we strongly advise you to review the Privacy Policy of these websites. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

#### Children's Privacy

Our Services do not address anyone under the age of 13. We do not knowingly collect personal identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

#### Changes to This Privacy Policy

We may update our Privacy Policy from time to time. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes by posting the new Privacy Policy on this page. These changes are effective immediately, after they are posted on this page.

#### Contact Us

If you have any questions or suggestions about our Privacy Policy, do not hesitate to contact us.

## Accuracy Statement

Company continually updates its website, but it may at times contain out of date information. Website and other forms of advertising are used for information and marketing purposes only. Contact Caleb Christensen Golf directly for the latest and most up to date information.

## Payment Policy

The following payments are accepted at the Company: cash, check, credit card, debit card. The option to store a card on account is available through Square.

Card payments are processed securely using Square.

A 3% credit card service fee will be added to credit card charges of \$500.00 or more

The Golf Project gift cards/gift certificates will not be accepted as a form of payment for instruction services unless specifically stated to be used for instruction. Any exception is at the sole discretion of the Company only.

Check payment will be processed the same day of payment

Rates are subject to change at any time without notice

Payment for lessons, packages, and indoor golf center access must be paid at the time of service. Monthly unlimited and monthly online programs are to be paid monthly.

Sales tax will be added to the sale of applicable items sold at Company.

## Refund, Return, & No-Show Policy

Refunds for payments previously made are not granted. Any exception to this policy is solely at the discretion of the Company.

Refunds will not be given for any golf instruction program or services. The sale of any/all lessons, programs, packages, and/or memberships are final.

Instruction packages, if unused, will expire one year from the purchase date.

Returns for original payment will only be allowed on retail items within 30 days from the date of purchase with the original receipt in hand.

Exchanges for different style or size in the same item will be based on availability and available within 60 days of purchase.

The sale of all gift certificates is final. No returns or refunds will be granted.

No-shows for lessons will be billed the full cost of the service at the discretion of the Company. Online reservation privileges may also be revoked.

All subscription charges are final and no refunds will be issued on any TGP University or The Golf Project University product or service.

Users who cancel their subscription to TGP University may still be billed for the current month based on when they cancel. This policy is at the discretion of Wix Subscriptions policies and terms of service.

## Shipping Policy for Retail Items

Items bought online have a standard handling time of two days.

Shipping times will be based on standard rates from USPS.

All shipping will follow the flat-rate fees as shown on the website.

Shipping rates and policies are subject to change at any time.

## Caleb Christensen Golf Program Policies

The Golf Project LLC is not responsible for any lost or stolen items while on the property of Company, including when items are kept at The Golf Project Indoor Golf Center for winter storage.

The Golf Project LLC is not liable for any accidents on Company property or upon arrival or departure from Company property under any circumstances.

By using services or products provided by Company, you agree to the Media Consent below.

Any package purchased before February 1st, 2022, must be used by August 31st, 2022. Any unused lessons after August 31st will expire and no longer be valid.

Effective March 1<sup>st</sup>, 2022, any unused lessons on a purchased package will expire one year from the original purchase date.

Lessons cancelled less than 48 hours before the scheduled time will be charged the full price of the lesson or deducted from your package. Exceptions are granted at the sole discretion of the Company.

Lesson rates and all other rates are subject to change at any time with or without cause or reason.

Somerby Golf Club is a private facility; however, it is open to all for coaching/instruction. There is a small facility fee added to lesson fees for guests of Somerby. Facility usage fees are assessed at the discretion of the Company and are subject to change at any time.

Outstanding lesson packages may be used at Somerby Golf Club; however, a small fee of \$25 per lesson hour will be added to cover the facility usage. This fee is subject to application and change at any time.

## Media Consent

While participating in services provided by Company or visiting any location of Company, I grant permission to The Golf Project LLC for the use of my image and name in photographs, videos, or electronic media images in any presentation of any and all kind whatsoever. I understand that these images may be used in public spaces and/or for marketing purposes by Company. I understand I may revoke this authorization at any time by notifying The Golf Project LLC in writing. The revocation will not affect any actions taken before the receipt of this written notification. Images will be stored in a secure location and only authorized staff will have access to them. They will be kept as long as they are relevant and after that time destroyed or archived.

## Liability Disclaimer

The Company is not responsible for any accidents of any kind at any location where golf services are provided. Removal of liability from Company extends to arrival and departure from any location where Company services are provided. Accidents include but are not limited to injury, lost property, or damage to property or equipment. Company is not responsible for lost or stolen personal property including but not limited to golf clubs, golf equipment, cell phone, wallet, keys, etc.

**The Company reserves the right to change these conditions from time to time as it sees fit, and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our sites.**

Last updated: March 1<sup>st</sup>, 2022