

Terms of Use: Effective March 15th, 2009

Orbit Enterprises, Inc., d/b/a The Cybergolf Networks, ("GolfVites" or "we") operates a specialized golf related networking service known as "GolfVites.com". The Service allows Members to create personal profiles online in order to communicate and organize golf activities with other Members. The "Service" means the features, services and properties that GolfVites makes available through (a) www.golfvites.com or any other GolfVites-branded or co-branded website ("GolfVites Website"), (b) any other features, content, or applications offered from time to time by its in connection with GolfVites business operations, and (c) other media, devices or networks now existing or later developed.

By accessing or using the Service, you agree that you have read, understand and are bound by these Terms of Use ("Terms"). We reserve the right, at our sole discretion, to modify these Terms at any time without further notice. Modifications to the Terms are effective upon posting to the GolfVites Website. Your continued use of the Service after any such modifications are posted constitutes your acceptance of the new Terms.

As used in these Terms, "User" refers to all visitors to the GolfVites Website, including those that have registered to use the Service ("Member"). You must register to become a Member with GolfVites and indicate your acceptance to these Terms in order to, communicate with other Members and/or use the Services. The Terms include all GolfVites policies that are referenced and incorporated in these Terms. If during your use of the Service you are required to download any software or content, any additional terms specified for such purposes are also incorporated into these Terms.

1. **Eligibility.** Use of the Services and registration to be a Member for the Services ("Membership") is void where prohibited. You may not use the Service if you are under the age of 13.
2. **Term.** These Terms apply at all times that you use the Services or are a Member. You may terminate your Membership at any time. We may terminate your Membership, delete your profile and any User Content you have posted on or through the Service, and/or prohibit you from using or accessing the Service (or any portion thereof) for any or no reason, at any time in our sole discretion, with or without notice. Further, we reserve the right to change any aspect or feature of the Service at any time without notice. Even after your Membership is terminated, these Terms will remain in effect.
3. **Fees.** There are currently no fees for your use of the Service. However, you agree that GolfVites reserves the right to charge for any portion of the GolfVites Services and to change its fees (if any) from time to time in its discretion.
4. **Access.** When you register to become a Member, you will need to choose a password. You are solely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify GolfVites immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.
5. **Use by Members.** The Services are provided for the personal use of Members and you may not use the Services for commercial purposes without GolfVites prior written consent. Illegal and/or unauthorized use of the Services (including collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the GolfVites Website, or employing third party promotional sites or software to

promote profiles for money) is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. GolfVites reserves the right to take appropriate legal action for any illegal or unauthorized use of the Services.

6. **Proprietary Rights in Content on GolfVites.**

(a) GolfVites does not claim any ownership rights in the text, files, images, link, photos, video, sounds, musical works, works of authorship, applications, or any other materials (collectively, "User Content") that you post on or through the Services. By displaying or publishing ("posting") any User Content on or through the Services, you hereby grant to GolfVites an irrevocable, perpetual, non-exclusive, transferable, fully paid and royalty free, worldwide license (with the right to sublicense) to (a) use, copy, publish, stream, store, retain, publicly perform or display, transmit, scan, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works and distribute, any **User Content** you post or allow to be posted, on or in connection with the Service or the promotion thereof, and (b) to use your name, likeness and image for any purpose, including commercial or advertising, each of (a) and (b) on or in connection with the Service or the promotion thereof. You represent and warrant that you have all rights and permissions to grant the foregoing licenses and that the posting of your User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

(b) Except for **User Content**, all materials, content and trademarks on the Services are the property of GolfVites and/or its licensors ("GolfVites Content") and are protected by all relevant intellectual property laws and other proprietary rights (including copyright, trademark, trade dress and patent laws) and any other applicable laws. Except as expressly authorized by GolfVites in writing, you agree not to use, sell, license, distribute, copy, publish, stream, publicly perform or display, transmit, reformat, modify, edit, frame, translate, excerpt, adapt, create derivative works or otherwise make unauthorized use of the materials, content or trademarks. GolfVites hereby grants you a limited, revocable, nonsublicensable license to reproduce and display the GolfVites Content (excluding any software code) solely for your personal use in connection with viewing the GolfVites Website and using the Services. Notwithstanding the foregoing, except as provided in these Terms, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Services.

7. **Posted User Content.** You are solely responsible for the User Content that you post on or through the Service and any material or information that you transmit to other Members and for your interactions with other Users. GolfVites does not pre-screen, review, edit, approve or monitor any User Content. GolfVites may, in its sole discretion, reject, refuse to post, remove or disable access to any User Content for any or no reason. If at any time GolfVites does monitor the Services, nothing in these Terms is intended to impose any obligation or responsibility on GolfVites for (i) the User Content, (ii) modification or removal of any User Content, or (iii) the conduct of any User posting User Content.

8. Prohibited Conduct

- (a) By using or accessing the Service, you agree that you will not: (i) do anything that could disable, adversely impact or impair the proper working of the Service; (ii) use any robot, spider, scraper or other automated means to access the Service, (iii) send spam or any other unauthorized advertisements or solicitations through or using the Service, (iv) collect or use addresses, phone numbers or email addresses or other contact information (collectively "Contact Information") of Users of the Service without consent from such Users, (v) solicit private information (including social security numbers, credit card numbers and passwords) from Users of the Service, (vi) provide any false personal information in your profile, create more than one profile, transfer your profile, create a profile for anyone other than yourself or create a page without authorization, (vii) use your profile for any commercial purpose, (viii) offer any contest, sweepstakes, coupon or other promotion through the Service without our prior written consent, (ix) offer web search functionality on the Service, (x) intimidate or harass any User, (xi) do anything that is illegal, infringing, fraudulent, malicious or could expose GolfVites or the Users to harm or liability; or (xii) attempt, encourage or facilitate any of the above.
- (b) By using or accessing the Service, you agree that you will not post: (i) User Content that violates the law or anyone's rights, including intellectual property rights or other proprietary rights (such as rights of publicity and privacy), (ii) any Contact Information or private information of any third party, (iii) false, misleading or fraudulent information, (iv) any material that contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer or telecommunications equipment, (v) alcohol-related or other mature content on the Service, (vi) User Content that is threatening, hateful, racially or ethnically offensive, or that depicts nudity, pornography or graphic or gratuitous violence, or anything else that we may consider offensive.
9. **Third Parties.** You are solely responsible for your interactions with third parties through the Service, including other GolfVites Members. GolfVites reserves the right, but has no obligation, to become involved in any way with disputes between you and any third parties. If you have a dispute with a third party relating to the Service, you release GolfVites Parties from any claims, causes of action and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute. You further agree not to hold GolfVites responsible or liable for the User Content or actions of any third parties on or relating to the Service. This includes the collection, handling and sharing of personal information that you provide to third parties. If you become aware of misuse of the Services by any person, please notify us immediately by clicking on the **"Contact Us"** link at the bottom of the GolfVites Website pages.
10. **Privacy.** Use of the GolfVites Service is also governed by our Privacy Policy, which is incorporated into these Terms by this reference. If you collect, access or use information relating to any User of the Service you must obtain the consent from the User and make it clear to the User that the collection, access and use is being carried out by you and not GolfVites.
11. **Disclaimers.** USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, GOLFOVITES WEBSITE AND ALL APPLICATIONS, FEATURES, CONTENT AND MATERIALS MADE AVAILABLE ON, IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF

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12. **Limitation on Liability.** IN NO EVENT SHALL GOLFVITES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT OR LOST DATA ARISING FROM YOUR USE OR YOUR INABILITY TO USE THE SERVICES, EVEN IF GOLFVITES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, GolfVites LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY TO YOU OF GOLFVITES OR OF ITS LICENSORS OR SUPPLIERS FOR ALL DAMAGES, LOSSES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION YOUR INTERACTIONS WITH OTHER USERS OF THE SERVICE (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO GOLFVITES DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO YOUR CLAIM OR \$50, WHICHEVER IS GREATER.

13. **U.S. Export Controls.** Software available in connection with the Services (the “Software”) is further subject to United States export controls. No Software may be downloaded from the Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.
14. **Disputes.** You agree that all claims and disputes between you and GolfVites that arise out of or relate in any way to these Terms or your use of the Service will be governed by the laws of the State of Washington (and United States federal laws applicable therein), without regard to principles of conflict of laws. You further agree that you will bring any claims or disputes in, and you submit to the exclusive jurisdiction of, the state and federal courts located in King County, Washington.
15. **Indemnity.** You agree to indemnify and hold GolfVites, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees (“GolfVite Parties”), harmless from any loss, liability, claim, or demand (“Claims”), including reasonable attorneys’ fees, made by any third party due to or arising out of (a) use of the Service or any of the applications, features, content or materials related thereto; (b) violation of these Terms; (c) violation of the rights of any other person or entity; or (d) breach of the representations, warranties and covenants made by you herein. GolfVites reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify GolfVites, and you agree to cooperate with GolfVites’ defense of these Claims.
16. **Other.** These Terms constitute the entire agreement between you and GolfVites regarding the use of the Services. The failure of GolfVites to exercise or enforce any right or provision of this Terms shall not operate as a waiver of such right or provision. The section titles in this Terms are for convenience only and have no legal or contractual effect. **GolfVites is a trademark of GolfVites, Inc.** These Terms operates to the fullest extent permissible by law. If, for any reason, any provision of these Terms or portion thereof is rendered invalid or unenforceable, the remainder of these Terms will remain in full force and effect and will be enforced to the maximum extent permissible so as to effect the intent of the parties. All communications and notices to be made or given pursuant to these Terms will be in the English language. You consent to receiving communications and notices from GolfVites at the email address you provide in registering for the Service.

Please contact us at: <http://www.cybergolf.com/contact> with any questions regarding these Terms.

I HAVE READ THESE TERMS AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.