



## **Team Member Terms**

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## Sale

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<b>Payout</b>	You earn 30% of WhyNotGolf Convenience Fees for EVERY Tournament a user you referred runs through the WhyNotGolf.com website (this applies to reoccurring tournaments as well)
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## Special Terms

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<b>Currency</b>	Financial transactions covered by the Team Member terms will be processed in the USD currency.
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<b>Reversal Policy</b>	Due to the nature of WhyNotGolf, there are no refunds for tournament registration purchases. So there will be no Convenience Fee reversals.
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### GENERAL TERMS

Team Member Terms of Service This Agreement contains the complete terms and conditions that apply to your participation as a member of the WhyNotGolf LLC Team Member Program ("Program").

1. Enrollment in this Program. To begin the enrollment process, you will submit a completed Program Application through our website. Your account will be manually approved to have access to our program. We will evaluate your account in good faith to ensure you comply with all our rules and agreements. We may reject your account if we determine in our sole discretion that you are unsuitable for the Program for any reason, including, but not limited to, if your site incorporates images or content that is unlawful, defamatory, obscene, harassing or otherwise objectionable, such as sites that facilitate illegal activity or promote violence or promote or assist others in promoting copyright infringement, or if your site is or promotes a business-opportunity program (collectively, "Content Restrictions"). If your application to join the Program is accepted by WhyNotGolf LLC (a) you agree to comply with all policies, standards, and regulations of WhyNotGolf LLC as they are from time-to-time established by WhyNotGolf LLC, (b) you represent that you will at all times maintain the highest ethical and moral standards when participating in the Program, and (c) you shall act with due regard to public convention and morals and shall not commit any act that would tend to shock, insult, or offend the community or the customers of WhyNotGolf LLC or that would prejudice WhyNotGolf LLC in any manner, including but not limited to fraud or

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misrepresentation. Further, you acknowledge and agree that this Agreement is non-exclusive and that WhyNotGolf LLC may have multiple Team Members in your geographic area.

2. Utilizing Links on Your Site; Trademark License. WhyNotGolf LLC owns and has expended its resources in developing and promoting the trademarks "[WhyNotGolf.com](http://WhyNotGolf.com)," "WhyNotGolf" and the logo listed on its website (the "Marks"). WhyNotGolf LLC owns trademark applications, including U.S. Serial Nos. 87424444 and 87587653, and intends to file additional trademark applications for the Marks. During the term of this Agreement, WhyNotGolf LLC hereby grants you a nonexclusive, nontransferable, revocable license, without warranty, to use the Marks solely in connection with your participation in the Program (the "License"). You may not use the Marks except as expressly authorized herein or with the written consent of WhyNotGolf LLC. You shall not have the right to sublicense the Marks.

You acknowledge and agree that WhyNotGolf LLC is the sole and exclusive owner of all right, title, and interest in and to the Marks, and that WhyNotGolf LLC shall retain all trademark rights in the Marks. You further agree that you will take no action inconsistent with such ownership and that all use of the Marks by the Contractor shall inure to the benefit and be on behalf of WhyNotGolf LLC. You further agree to assist WhyNotGolf LLC in recording this Agreement with appropriate government authorities to the extent WhyNotGolf LLC deems necessary. You agree that nothing in this Agreement shall give the Contractor any right, title or interest in the Marks other than the right to use the Marks in accordance with the License.

You agree that you will not apply for any registration of copyright, trademark, service mark, or trade name that in any way concerns, mentions or uses the Marks or any similar marks or names without the express prior written consent of WhyNotGolf LLC. In any case, you will transfer to WhyNotGolf LLC, upon WhyNotGolf LLC's request (whether during or after the term of this Agreement), without charge to WhyNotGolf LLC, full and complete ownership of any and all such applications, registrations, trademarks, service marks, copyrights, or trade names, whether or not they were obtained with the permission of WhyNotGolf LLC.

You acknowledge that it is often difficult to obtain clear, registered title to trademarks, service marks and other intellectual property rights. Accordingly, you agree that the rights granted herein exist only to the extent that WhyNotGolf LLC owns such rights, and no representation, guarantee or warranty, express or implied, is made with respect to WhyNotGolf LLC's ownership of such rights or with respect to the rights of any third parties that may conflict with the rights granted herein.

You acknowledge that, in the event of your breach or threatened breach of this Agreement, WhyNotGolf LLC will not have an adequate remedy in money damages. WhyNotGolf LLC

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shall therefore be entitled to obtain an injunction against such breach or threatened breach from any court of competent jurisdiction immediately upon request without requirement of bond or other security. WhyNotGolf LLC's right to obtain injunctive relief shall be cumulative and shall not limit its right to seek further remedies. Your obligations hereunder shall survive termination of this Agreement, and shall continue in effect for as long as WhyNotGolf LLC or its assigns own any trademark rights in the Marks.

You agree that the nature and quality of services rendered and/or goods sold by you in connection with the Marks shall not, in the discretion of WhyNotGolf LLC, fall below WhyNotGolf LLC's reasonable standards in relation to such services and/or goods. You agree to supply WhyNotGolf LLC with specimens showing your use of the Marks upon the request of WhyNotGolf LLC. In the event that WhyNotGolf LLC determines that your use of the Marks falls below WhyNotGolf LLC's standards, WhyNotGolf LLC may immediately terminate this Agreement and your participation in the Program.

You agree to comply with all applicable laws and regulations and to obtain all appropriate governmental approvals pertaining to the sale, distribution and advertising of the goods and/or services offered by you in connection with the Marks. You agree to use the Marks only in the form and manner and with the legends prescribed from time to time by WhyNotGolf LLC.

WhyNotGolf LLC shall maintain and defend all actions with respect to protection and maintenance of the Marks, as it deems appropriate. You shall fully and completely cooperate with WhyNotGolf LLC in the protection of the Marks and in any investigation, maintenance, defense and resolution of any action taken by WhyNotGolf LLC, and shall supply WhyNotGolf LLC with the information and materials requested by WhyNotGolf LLC in connection therewith, including but not limited to, a reasonable number of samples of the Marks. If you become aware of any misuse or infringement of the Marks or if you become aware of any marks confusingly similar to the Marks, you agree to immediately notify WhyNotGolf LLC.

As an team member of WhyNotGolf LLC, you may use any form of promotion you choose, consistent with the terms of this Agreement. You may use banner advertisements, button links and/or text links to our site (the "Links"), however, you CANNOT SPAM. Any activity by you or on your behalf that we determine or reasonably suspect to be the result of an unsolicited bulk e-mail program will result in your immediate termination from the Program and your forfeiting of monies otherwise due you hereunder. Allowable promotional links may contain WhyNotGolf LLC's trade names, service marks, and/or logos for display on your Site provided you comply with the trademark license terms contained in this agreement. Subject to the terms and conditions hereof, you are granted a limited, non-exclusive, non-transferable license to access and download such Links and other designated promotional materials for placement on your Site for the sole and exclusive purpose of promoting websites owned, operated or controlled by WhyNotGolf LLC. In utilizing the Links,

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you agree that you will cooperate fully with us in order to establish and maintain such Link or Links. A Link may only be visually modified with our consent.

3. Commissions. We will pay you a commission based on the below structure on the Convenience Fees generated by a golf tournament ONLY. A "Convenience Fee" is our fee that is attached to any Tournament Registration product, including Sponsorship Products that including groups included in their sponsorships. Commission Rates: 30% reoccurring commission for two years for all tournaments created by a user that you referred to WhyNotGolf LLC via your Team Member Referral link provided upon acceptance of your application. 15% commission the third year for that same tournament. Commission drops after after the 3 year for the SAME tournament by that user. Incentivized commissions, and offering any form of incentive to obtain a sale is forbidden, unless prior approval is given and cleared by WhyNotGolf LLC Staff. To inquire on whether your incentive is acceptable, please e-mail teammembers [ @ ] whynotgolf [ dot ] com The Commission Rate is subject to change from time to time, upon e-mail notice to you and commencing the 30-days following such notice.

You shall be responsible for all expenses incurred by you in the course of participating in the Program. WhyNotGolf LLC shall not reimburse you for any such expenses.

4. Commission Payment. Commissions deemed due and owed to you under the program will be paid to you directly by WhyNotGolf LLC after any holding period and in accordance with a regular payout cycle established by WhyNotGolf LLC. No commission will be paid for tournaments ran by you, your household, or anyone within your organization. WhyNotGolf LLC reserves the right to only pay for commissions to Team Members that are active. Active is defined by users who are continually referred by Team Members and being registered to WhyNotGolf LLC. Commissions can be earned per each new user referred through the unique team member link. An existing customer, defined as any client who has had an existing account with us at anytime in the past, would not be eligible for a commission with the Program. PayPal or check payments will only be reissued within 120 days of the original issue date in the case of incorrect PayPal address or refusal from PayPal to accept payment.

5. Responsibility for Your Site. You will be solely responsible for the development, operation and maintenance of your site and for all materials that appear on your site if you have one. We shall have no responsibility for the development, operation and maintenance of your site for any materials that appear on your site. You shall also be responsible for ensuring that materials posted on your site do not violate or infringe upon any laws, or the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights), and ensuring that materials posted on your site are not libelous or otherwise illegal. You must have express permission to use another party's copyrighted or other proprietary material. WhyNotGolf LLC will not be responsible if you use another party's copyrighted or other proprietary material in violation of the law. You agree that you will maintain and follow a privacy policy that complies with all applicable laws and regulations

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regarding the privacy of visitor information, be commercially reasonable, and fully and accurately disclose your collection and use of visitor information. Please note: You should obtain legal advice on how to fully comply with these responsibilities in your specific situation. In addition to the foregoing, we will immediately terminate your participation in the Program if we believe you have engaged in any of the following: - Unsolicited mass e-mail solicitations, IRC postings or any other form of spamming, including but not limited to, newsgroups or otherwise violate the anti-spamming policies of WhyNotGolf LLC or state or federal law; - Provide inaccurate or incomplete information to WhyNotGolf LLC concerning your identity, address or other required information; - Attempt to cheat, defraud or mislead us in any way; - Misrepresent to the public the terms and conditions of our sites or your sites; - Engage in popup advertisement network activities; - IFrames may not be used unless given express permission by WhyNotGolf LLC, sales made through hidden IFrames or Cookie Stuffing methods will be considered invalid.

6. Paid Search Policy. You are required to comply with the following rules when bidding on keywords on any paid search engines or social media site, including without limitation, Google, Yahoo/Bing, Twitter and Facebook: -You are prohibited from bidding on any WhyNotGolf LLC trademarks, or any variations and misspellings thereof without WhyNotGolf's prior written approval. Examples of prohibited keywords are "whynotgolf," "WhyNotGolf," "whynotgolf.com," "www.whynotgolf.com," "why not golf," "whynotgolf reviews." -You are prohibited from bidding on keywords containing WhyNotGolf trademarks plus an additional term such as [whynotgolf coupons], [whynotgolf promotions], and [whynotgolf promos]. Further, Team Members are NOT permitted to broad or phrase match any of these keywords. -You are prohibited from outranking WhyNotGolf LLC's internal paid search ad on any keywords. -You are prohibited from direct linking to WhyNotGolf.com from any paid search ads. -You are prohibited from using WhyNotGolf.com as a display URL. All materials, including without limitation, ad copy, coupons, and promotions on your Site must accurately represent active and valid promotions. For example, you may not display an ad on your Site for a promotion that has expired. We continue to monitor all paid search landscapes. If WhyNotGolf LLC determined you are in violation of this section your participation in the Program may be terminated. For more information on match types, please visit Google's overview of match types.

7. Minimum Payment Threshold. Team Members must earn a minimum account balance of \$100 or more before their account is eligible for payment. Commission amounts earned for less than \$100 will remain pending until the full \$100 minimum balance has been earned. All tournaments registrations still pending due to the minimum payment threshold must remain active and in good standing according to our requirements in order to be eligible for payment. Convenience Fees that are found not to be valid according to our requirements at will be marked as invalid and not payable. If you do not meet the minimum threshold of \$100 within 180 days, commission payments will be forfeited and your commission balance will revert to \$0.

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8. Tax Forms and Address Changes. Taxes/Address Changes: It is your responsibility to provide WhyNotGolf LLC with the tax and payment information required to issue a Commission Fee to You. If WhyNotGolf LLC does not receive the necessary tax or payment information within 120 days of a Commission Fee being earned, WhyNotGolf LLC will consider that Commission Fee to be forfeited by the Team Member, and no payment will be issued. Each Team Member is required to submit a W8/W9 tax form before WhyNotGolf LLC will issue any Commission Fees. You are responsible for the payment of all taxes related to the commissions you earn under this Agreement. In compliance with tax laws, WhyNotGolf LLC will issue a Form 1099 to Team Members whose earnings meet or exceed the applicable amount warranting the Form 1099. You will be required to provide us with proper address, tax forms (including W8/W9 or other tax forms) or information within two (2) days of any request issued by WhyNotGolf LLC to issue a Form 1099. Any address changes must be made in the Team Member profile in the Team Member Portal at least 15 business days prior to the end of the calendar month in order for Commissions for that month to be sent to the revised address.

9. Term of the Agreement. The term of this Agreement will begin upon our acceptance of your Team Member Application and will end when terminated by either party. Either you or WhyNotGolf LLC may terminate this Agreement at any time, with or without cause, by giving the other party notice of termination. Notice by e-mail, to your e-mail address on our records, is considered sufficient notice to terminate this Agreement. If this Agreement is terminated because you have violated the terms of this Agreement you are not eligible to receive any commissions payments, even for commissions earned prior to the date of termination. If this Agreement is terminated for any other reason, you are only eligible to earn a commission on Convenience Fees occurring during the term of the Agreement. We reserve the right to withhold your final payment for a reasonable time to ensure that the correct amount is paid.

10. Modification. We may modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion. Notice of any change by e-mail, to your address on our records, or the posting on our site of a change notice, is considered sufficient notice for notifying you of a modification to the terms and conditions of this Agreement. Modifications may include, but are not limited to, changes in the scope of available commission fees, commission schedules, payment procedures, and Team Member Program rules. All such modifications shall take effect 48 hours after we serve notice as provided above, unless we indicate otherwise. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued participation in the Team Member Program, following our posting of a change notice or new agreement on our site, will constitute binding acceptance of the change.

11. Relationship of Parties. You and WhyNotGolf LLC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency franchise, sales

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representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that contradict anything in this agreement. You are not an agent of the WhyNotGolf LLC and WhyNotGolf LLC expressly disclaims responsibility for any conduct by you in violation of this agreement.

You acknowledge that you are responsible for the payment of all taxes relating to the amounts received by you pursuant to this Agreement and that you shall indemnify and hold WhyNotGolf LLC harmless from and against any losses, costs, liabilities or expenses incurred by WhyNotGolf LLC in connection with your failure to pay any taxes relating to such amounts or to amounts paid to your employees or approved subcontractors. You shall not be entitled to any benefits available to employees of WhyNotGolf LLC. You shall be responsible for, and shall pay, all costs and expenses incurred in the conduct and operation of your business. You may not subcontract any of your obligations under this Agreement unless you first obtain WhyNotGolf LLC's prior written approval therefor. WhyNotGolf LLC shall not be responsible for the payment or reimbursement of any commissions, fees, salaries, expenses or other payments to any employees, advisors, consultants or other agents engaged or employed by you.

12. Limitation of Liability. WhyNotGolf LLC will not be liable for indirect, special, this consequential or punitive damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Team Member Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Team Member Program will not exceed the total commissions paid or payable to you under this Agreement.

13. Disclaimers. We make no express or implied warranties or representations with respect to the Team Member Program or any WhyNotGolf LLC services or other items sold through the Program (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors.

14. Representations and Warranties. You hereby represent and warrant to WhyNotGolf LLC that this Agreement has been duly and validly executed and delivered by you and constitutes your legal, valid and binding obligation, enforceable against you in accordance with its terms; and that the execution, delivery and performance by you of this Agreement are within your legal capacity and power; have been duly authorized by all requisite action on your part; require the approval or consent of no other persons; and neither violate nor constitute a default under the (i) provision of any law, rule, regulation, order, judgment or decree to which you are subject or which is binding upon you, or (ii) the terms of any other agreement, document or instrument applicable to you or binding upon you. Should any law



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enforcement agency or internet service provider provide WhyNotGolf LLC with notice that you have engaged in transmission of unsolicited bulk e-mails or have otherwise engaged in unlawful conduct or conduct in violation of said service provider's terms of service, we reserve the right to cooperate in any investigation relating to your activities including disclosure of your account information in connection therewith.

Further, you hereby represent and warrant to WhyNotGolf LLC that you will: (i) conduct your business in a manner that reflects favorably at all times on the good name, goodwill, and reputation of WhyNotGolf LLC; (ii) avoid deceptive, misleading, and unethical practices that are or might be, in the reasonable judgment of WhyNotGolf LLC, detrimental to WhyNotGolf LLC, its business or the public; (iii) make no false or misleading representations with regard to WGN or its business; (iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material regarding WhyNotGolf LLC or its business; and (v) not engage in any practice detrimental to the interests of WhyNotGolf LLC.

15. Confidentiality. We may disclose to you certain information as a result of your participation as part of the Program, which information we consider to be confidential (herein referred to as "Confidential Information"). For purpose of this Agreement, the term "Confidential Information" shall include, but not be limited to, any modifications to the terms and provisions of this Team Member Program Agreement made specifically for your site and not generally available to other members of the Team Member Program, website, business and financial information relating to WhyNotGolf LLC and customer and vendor lists relating to WhyNotGolf LLC and any members of the Team Member Program, other than you. Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall also include any information that we designate as confidential during the term of this Agreement. You agree not to disclose any Confidential Information and that such Confidential Information shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by you for your own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or if same is required by law or legal process. We make no warranty, expressed or implied, with respect to any information delivered hereunder, including implied warranties of merchantability, fitness for a particular purpose or freedom from patent, trademark or copyright infringements, whether arising by law, custom or conduct, or as to the accuracy or completeness of the information and we shall not have any liability to you or to any other person resulting from your or such third person's use of the information.

16. You agree to defend, indemnify and hold harmless WhyNotGolf LLC and its members, managers, officers, employees, agents, successors and assigns (the "WhyNotGolf LLC Indemnified Parties") from and against any and all losses, damages, expenses, costs and liabilities (including reasonable attorneys' fees) (a) arising out of or in connection with any

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breach or default hereunder by you or your failure to abide by or comply with any applicable laws, or (b) associated with any claim or action brought against a WhyNotGolf LLC Indemnified Party arising out of or related to: (i) the breach of any of your representations, warranties or covenants contained in this Agreement, (ii) any negligence or intentional act or omission in connection with your activities under this Agreement, or (iii) any claims based on representations, warranties, or misrepresentations made by your or your employees or agents, or any other improper or unauthorized act or failure to act on your part.

17. Miscellaneous. Terminated accounts cannot later apply to the Program without our express written consent. This Agreement will be governed by the laws of the United States and the State of Florida, without reference to rules governing choice of laws. You agree to submit to the exclusive personal jurisdiction of the courts located in Orange County, Florida. WhyNotGolf LLC reserves the right to institute a reserve fund holding commissions for a time period deemed necessary in situations where sales generated by an team member consistently have a high chargeback/cancellation ratio. WhyNotGolf LLC will be the sole and final arbitrator for any and all disputes or claims related to the validity of sales. In order to facilitate accurate record-keeping, multiple WhyNotGolf LLC team member accounts spanning multiple affiliate networks are strictly prohibited. You may not assign this Agreement, by operation of law or otherwise, without WhyNotGolf LLC's prior written consent. WhyNotGolf LLC may assign this agent upon written notice to you. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of WhyNotGolf LLC's right to subsequently enforce such provision or any other provision of this Agreement.

18. Binding Arbitration. By participating in the Program, you agree to binding arbitration for any disputes or claims that arise against WhyNotGolf LLC or its subsidiaries in conjunction with this Program. An arbitration firm selected by WhyNotGolf LLC will be the sole and final arbitrator for any and all disputes or claims related or resulting from participation in this Program. All decisions rendered are final. You also are responsible for any and all costs related to such arbitration.

Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE INCLUDING, BUT NOT LIMITED TO, THE CONSTITUTION OF THE UNITED STATES OR ANY STATE THEREIN, COMMON LAW OR ANY APPLICABLE STATUTE OR REGULATIONS. EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.