

# Smashbox Golf — Terms of Use

**Last Updated: January 2025**

Welcome to **smashboxgolf.com** (the “Website”), operated by Smashbox Golf (“Smashbox,” “we,” “our,” or “us”). By accessing or using the Website, you agree to these Terms of Use (“Terms”). If you do not agree with these Terms, you must stop using the Website immediately.

These Terms comply with U.S. and California law and govern your access and use of our Website and associated online services.

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## 1. Acceptance of Terms

By accessing or using the Website, you affirm that you:

- Are at least 18 years old (or the legal age of majority in your jurisdiction),
- Have read, understood, and agree to these Terms, and
- Have the authority to act on behalf of any organization you represent (if applicable).

If you do not accept these Terms, do not use the Website.

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## 2. Website Content & Intellectual Property

All Website content—including text, images, videos, graphics, product descriptions, branding, logos, layouts, technology features, training concepts, and digital media—is the property of Smashbox Golf or its licensors and is protected by copyright, trademark, and other intellectual property laws.

**You may not:**

- Copy, reproduce, modify, distribute, or republish Website content
- Use Website content for commercial or competitive purposes
- Scrape or harvest Website data using bots or automated tools
- Reverse engineer Website features, code, or technology
- Remove or alter copyright or trademark notices
- Create derivative works based on Website materials
- Present Website content as your own

You are granted a **limited, non-exclusive, revocable license** to access and use the Website for personal or informational purposes only.

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### 3. Acceptable Use

You agree **not** to:

- Use the Website for unlawful, harmful, fraudulent, or abusive purposes
- Attempt to gain unauthorized access to servers, systems, or networks
- Introduce malware, viruses, bots, or harmful code
- Interfere with Website functionality or security
- Misrepresent your identity or impersonate another person
- Attempt to extract, mine, or scrape user information or proprietary data
- Submit false, misleading, or malicious information
- Upload harmful files or disruptive content

Violation of these rules may result in blocked access, legal action, or civil liability.

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### 4. Information You Submit

When you submit an inquiry, service request, or message through the Website, you agree:

- To provide accurate and lawful information
- That Smashbox may use your information solely to respond, support, or communicate with you
- Not to submit sensitive personal information (such as financial data, government IDs, or medical records) unless explicitly requested through secure channels
- That you are responsible for the legality and accuracy of any information you provide

All data submitted is also governed by our **Privacy Policy**.

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### 5. No Professional Advice or Performance Guarantees

The Website may include information regarding:

- Golf training methods
- Performance enhancement techniques
- Technology-enabled analytics
- Coaching insights
- Training tools and products

This content is provided **for informational purposes only** and does **not** constitute:

- Professional coaching advice
- Sports performance guarantees
- Medical or physical therapy guidance
- Equipment warranties
- Instructional commitments

You are responsible for consulting qualified professionals where appropriate.

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## 6. Third-Party Links & Services

The Website may contain links to:

- Third-party businesses
- Affiliate organizations
- Equipment or service providers
- External booking or commerce platforms

Smashbox Golf is **not responsible** for:

- Third-party content
- Accuracy of information on external sites
- Third-party privacy or security practices
- Services, products, or outcomes provided by third-party companies

Access external sites at your own risk.

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## 7. Disclaimer of Warranties

To the fullest extent permitted by law, the Website is provided **“as is” and “as available.”**

Smashbox Golf does **not** guarantee:

- That the Website will always be operational or error-free
- That defects, interruptions, or security issues will be corrected
- That the Website is free from viruses or harmful components
- That content is always accurate, complete, or up-to-date

Your use of the Website is at your own risk.

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## 8. Limitation of Liability

To the maximum extent allowed by U.S. and California law:

Smashbox Golf and its owners, employees, affiliates, and partners are **not liable** for any damages arising from:

- Your use or inability to use the Website
- Website downtime, outages, or technical problems
- Malware, security breaches, or unauthorized access
- Reliance on Website information
- Errors or inaccuracies in Website content
- Third-party websites or services linked from the Website
- Loss of data, profits, or business opportunities

This includes direct, indirect, incidental, consequential, exemplary, or punitive damages.

Your exclusive remedy is to discontinue use of the Website.

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## 9. Indemnification

You agree to defend, indemnify, and hold harmless Smashbox Golf from any claims, damages, losses, liabilities, and expenses arising from:

- Your use or misuse of the Website
  - Your violation of these Terms
  - Your violation of any law or third-party rights
  - Information or content you submit
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## 10. Privacy & Data Protection

Your use of the Website is subject to our **Privacy Policy**, which describes:

- What data we collect
- How we use and protect it
- Your privacy rights
- How to contact us for privacy matters

By using the Website, you agree to our data practices.

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## 11. Copyright & DMCA Compliance

If you believe that any Website content infringes your copyright, you may submit a notice under the Digital Millennium Copyright Act (DMCA) to:

**Smashbox Golf**

2658 Shadelands Drive, Walnut Creek, CA 94598

Email: [info@smashbox.com](mailto:info@smashbox.com)

Phone: 925-940-9407

We will respond to valid copyright complaints promptly.

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## 12. Changes to These Terms

We may modify these Terms at any time.

When updated, the “Last Updated” date will change.

Your continued use of the Website after changes constitutes acceptance of the updated Terms.

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## 13. Governing Law & Venue

These Terms are governed by the laws of the **State of California** and applicable U.S. federal laws.

Any disputes must be brought exclusively in the state or federal courts located in California.

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# 14. Contact Information

For questions about these Terms, please contact:

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