



## **ARCIS ACCESS TERMS & CONDITIONS**

Arcis Access (the “Program”) is a reciprocal membership benefit upgrade program providing participating Arcis Golf members in good standing at their respective home clubs with various benefits, including, but not limited to, access to an established network of affiliated country and golf clubs in destinations around the world (the “LINKS2GOLF Network”). Each club in the LINKS2GOLF Network is designated as either an “Affiliate Club” or a “Reciprocal Club” (collectively, the “LINKS2GOLF Network Clubs”). The designation of the club as an “Affiliate Club” or a Reciprocal Club” makes it subject to certain rules, restrictions, and protocols known as the “Affiliate Access Program” or “Reciprocal Access Program”.

Benefits are administered by Arcis Golf. The benefits, requirements, and other terms and conditions for the Program are set forth herein. By using the Program benefits, members hereby agree to these terms and conditions as amended from time to time in the sole discretion of Arcis Golf. Members of participating Arcis Golf private clubs are eligible to participate in the Program by paying the required non-refundable monthly fee.

Members are subject to a monthly fee plus any applicable taxes for the Program. Such fee is subject to change at any time at the sole discretion of Arcis Golf. A member may end their participation in this program by giving written notice of their intent to terminate at least thirty (30) days before they will be terminated from the Program. Once a member terminates the membership in this program, they will not be eligible to rejoin the program for twelve (12) months.

### **Golf Access Benefits**

Participating members in the Program will have access to the “LINKS2GOLF Network Clubs” – and abide by the corresponding rules, restrictions and protocols of either the ‘Affiliate Access Program’ or the ‘Reciprocal Access Program - based on their home club designation as either an “Affiliate Club” or a “Reciprocal Club.” Note that the LINKS2GOLF Network Clubs include Arcis Golf owned private clubs and daily fee clubs previously included in the Arcis Access program.

Participating members in the Affiliate Access Program do not pay green fees at other Affiliate Clubs, and pay reduced green fees (typically 50%) at Reciprocal Clubs. Member benefits include up to 4 rounds of golf every 30 days subject to availability. A mandatory cart fee will apply. Guests of participating members in the Affiliate Access Program or Reciprocal Access Program are subject to the guest fee rate and mandatory cart fee. Caddies fees apply if required.

“Preferred Access Clubs” are selected for the LINKS2GOLF Network Clubs through a highly exclusive process. These clubs have agreed to provide all participating golfers in the Affiliate Access Program or the Reciprocal Access Program with a reduced green fee. Additional fees may apply, as determined by the program or participating “Preferred Access Clubs.”

### **Program Guidelines**

Participating members of the Program must abide by the following guidelines. Arcis Access members are not permitted to use their Program privileges at Clubs located within 100 miles of their home club, or

their primary or other residence(s). Program membership is non-transferable and may not be offered, assigned, sold, or in any way transferred to another person or entity. Program members and their guests must abide by the participating LINKS2GOLF Network Club rules and regulations of the participating club the member and/or guests are visiting. Each participating club reserves the right to refuse access to any person that it deems to have violated or be in violation of any of its rules and regulations or other codes of conduct. All charges are to be settled by cash or credit card at participating LINKS2GOLF Network Clubs on the day of play. Participating members are responsible for payment of charges incurred through usage of their Program benefits, including any applicable fees, sales taxes or other surcharges which may apply. Tee time bookings may be made 14 to 60 days in advance and are subject to availability. Tee time cancellations may be made up to 72 hours in advance of the tee time. No-shows or cancellations within 72 hours of the tee time will be subject to payment of all applicable fees including cart/caddie fee. All fees will be automatically charged to the Program member's credit card on file at their home club. ARCIS GOLF and LINKS2GOLF Network Clubs make no guarantees or representations regarding the availability of tee times. Additionally, tee times may not be available or used on holidays, during special events or at any other restricted times. AG and LINKS2GOLF Network Clubs reserve the right to impose additional restrictions on the availability of tee times during peak or high usage seasons, in its sole and absolute discretion. As a convenience to our traveling Program participating members, any of the participating Arcis Golf clubs within the LINKS2GOLF Network can provide complimentary rental clubs for the member and any accompanied guests at the request of the participating member. The request for complimentary rental clubs should be made at the time of reservation. Program guidelines, pricing, benefits and terms and conditions may be modified, amended and/or changed from time to time without notice. Participating clubs are subject to change without notice, and may be added or removed from time to time. There is no guarantee that a specified number of clubs, or that specific clubs (including the member's Home Club) will always participate in the Program.

## **Geographical Restrictions**

In the case where another LINKS2GOLF Network Club is located within 100 miles of an Arcis Golf Participating Club, or in the case where a LINKS2GOLF Network Member's primary or other residence (defined as residing for more than 30 days annually) is located within 100 miles of a LINKS2GOLF Network Club, or in other special circumstances as determined appropriate by LINKS2GOLF from time to time. Arcis Golf, LINKS2GOLF or the other LINKS2GOLF Network Club may restrict access to the LINKS2GOLF Network Member. In the event there are facts that make it appropriate for access to be restricted, LINKS2GOLF will be notified accordingly so it can manage the access restriction rules, and other LINKS2GOLF Network Clubs will be notified by LINKS2GOLF of this restriction.

## **Reservations and General Terms**

For Tee Time requests please complete the **Online Booking Form** by logging into your home club website. For participating members of the Program there are 3 ways to make tee time requests:

1. Online Booking Form by logging into your home club website.
2. Email [reservations@links2golf.com](mailto:reservations@links2golf.com)
3. Call 1-833-ARCIS GO (272-4746)

(Email and call in recommended for special circumstances only).

There is no club-to-club contact or member-to-club contact. Benefits are verified and all tee times are arranged and administered through the Links2Golf Call Center. Government issues photo identification may be requested to be shown at participating clubs in order to obtain access or services.

In order to reserve, modify and cancel tee times, Qualified Members will be required to register as users on L2G's website (the "Booking Portal"). The Booking Portal may also be used, in addition to the Call Center, to request tee times, check reservation status, and request modifications and cancellations.

## **Modifications and Cancellations of Tee Times**

In the event a Qualified Member wishes to cancel or make changes to a reservation (including, but not limited to, change of tee time, number of players or play date), the Qualified Member who made the reservations must notify L2G via identified email and telephone contact channels at least 72 hours prior to the reservation time specified in the booking confirmation. No changes or cancellations of a tee time will be accepted within 72 hours of the applicable tee time. Each Qualified Member shall be permitted six free cancellations in each twelve-month period. (“Maximum Cancellations”). Qualified Members shall be required to pay a US \$20 fee to L2G in order for L2G to process each cancellation that exceeds the Maximum Cancellations.

## **No-Shows**

If a booking results in any player listed on the booking confirmation not showing and such person’s reservations was not canceled at least 72 hours prior to the tee-time pursuant to Section 5 above (each such person, a “Non-Showing Person”), the Qualified Member who made the reservation shall be charged and is required to pay all mandatory fees to L2G that would have been charged if such Non-Showing Person had played the applicable round in accordance with the reservation (the “No-Show Fees”).

## **Limitation of Liability**

In the event of any claim, dispute or cause of action of any kind arising under or in any way relating to these terms and conditions, or to the participation of any member, the amount of damages suffered by any participating member shall be limited to an amount equal to the amount of upgrade fees paid by that member, if any, as consideration for participating in the benefit program during the twelve (12) months immediately preceding the events giving rise to the cause, claim or dispute. Members agree that damages suffered by any individual participating member under these terms and conditions would be difficult to ascertain with any certainty and further agree that the above statement of liquidated damages represents a fair resolution of any claims, disputes or causes of action that a participating member may have now or in the future. All parties further agree and understand that Arcis Golf is an independent entity, solely responsible for the administration of the Program, and no person or entity shall seek to hold any parent, subsidiary or affiliate of AG responsible for any obligations or liabilities of Arcis Golf related to the Program in any way.

## **Other Travel Benefits**

Arcis Golf Program members enjoy access to the social, dining, athletic, swim and/or tennis facilities based on availability in conjunction with a booked tee time, of participating AG private clubs that are designated within the broader LINKS2GOLF Network as an Affiliate Club and that are located outside of the minimum 100 mile radius from the Program member’s residence, business or address of record, in accordance with the standard guest policies determined by the participating clubs. Guest policies may limit tennis and athletic access to certain days or times, which are subject to change from time to time in the discretion of each participating club.

## **Home Club Benefits**

Members may also participate in exclusive monthly Guest Play Days for cart fee only charges for all accompanied guests up to a maximum of three (3). The club, at its sole discretion, will establish the dates for the member Guest Play Days in advance of the play date. Participating private clubs may, at their sole discretion, also offer special discounts on outings, monthly instructional clinics, or pro shop merchandise.

## **Testimonials**

Participating members of the Program understand and agree that their written and/or photographic input, may be used in connection with publicizing and promoting Arcis Access, Arcis Golf and their affiliated companies, subsidiaries, and business partners (together “Indemnified Parties”), and agree to provide an unlimited, perpetual royalty free license to use such input in its publications, sales collateral, websites, and/or in any other printed or electronic publications at any time without any conditions or restrictions. Members agree that they will make no monetary or other claim against Indemnified Parties for the use of the statement or image. In addition, members waive any right to inspect or approve the finished product, including written copy, herein their likeness or testimonial appears. Members shall hold harmless and release Indemnified Parties from all claims, demands and causes of action which any member, member’s heirs, representatives, executors, administrators or any other persons acting on any member’s behalf or on behalf of any member’s estate have or may have by reason of this authorization. Testimonials found on this site are examples of what members have said about the Program, and may have been received via text, audio or video submission. They are individual, real-life experiences and do not reflect the experience of every member. Testimonials are given verbatim except for correction of grammatical or typing errors. Some may have been shortened, meaning not the whole message is displayed. No compensation was provided for these testimonials.