

DEBARYHIO.COM - TERMS OF USE

Owned and Operated by DeBary Marketing, LLC

Effective Date: April 2026

Acceptance of Terms - By accessing or using this website, you agree to be bound by these Terms of Use. Agreement is required to use the website.

Ownership of Website - This website is owned and operated by DeBary Marketing LLC. All software, design, structure, and functionality of this website are the property of DeBary Marketing LLC and are protected by applicable laws. The content, text, data, and photos are owned by the HIO Group.

Purpose of the Website - This website is provided as a platform to support the activities of the DeBary Hole-In-One (HIO) Group, including member management, communication, and event coordination.

Access and Fees – Access to this website is provided on a paid basis. Current pricing is \$10 per month (billed annually). Pricing is subject to change at any time without advanced notice to the HIO Group. Each year, the HIO Group will receive an annual invoice for the use of the website. It must be paid upon receipt. No terms or conditions are offered. If not paid within 30 days, the website will be terminated.

The initial design and construction of the website will be done in collaboration with the users. No programming fees or charges will be incurred. However, any significant upgrades or feature additions made to the website following its initial introduction are subject to programming fees of \$175/hour.

Termination - Access to this website may be suspended or revoked at any time for misuse, violation of these Terms of Use, or at the discretion of the DeBary Marketing LLC site administrator or HIO Group leadership. Pre-paid full months of usage that are not used will be refunded.

User Content and Data Responsibility - Users of this website are solely responsible for all content, data, and materials they submit, upload, modify, or manage within the system, including but not limited to text, images, member information, and database records.

DeBary Marketing LLC provides the website platform, programming, and technical infrastructure only. While tools are provided to allow authorized users to manage and update content and data, DeBary Marketing LLC does not create, control, verify, or guarantee the accuracy, completeness, or appropriateness of any user-provided content or data.

Users agree that they are fully responsible for ensuring that all content and data they manage is accurate, appropriate, up to date, and compliant with all applicable laws and HIO organizational policies.

DeBary Marketing LLC shall not be liable for any errors, omissions, inaccuracies, or damages arising from user-provided content or data.

Account Responsibility - Users are responsible for maintaining the confidentiality of their login credentials and for all activity that occurs under their account. User names and passwords will be kept completely

private, and will not be shared with any other users, or non HIO individuals or companies. Any unauthorized use of the system or misuse of access privileges is the responsibility of the HIO Group.

Acceptable Use - Users agree **NOT** to:

- Use the website for unlawful purposes
- Upload or distribute harmful, offensive, or misleading content
- Attempt to gain unauthorized access to the system or other users' data
- Interfere with the operation or security of the website
- Share user ID's and passwords with anyone.

No Warranty - This website is provided "as is" without warranties of any kind, either express or implied. DeBary Marketing LLC does not guarantee that the website will be error-free, uninterrupted, or free of security vulnerabilities. Brief period of down time can be expected for maintenance and service.

Limitation of Liability - To the fullest extent permitted by law, DeBary Marketing LLC shall not be liable for any direct, indirect, incidental, or consequential damages resulting from the use or inability to use this website.

Modifications - These Terms of Use may be updated from time to time. Continued use of the website after changes are posted constitutes acceptance of those changes. The users of the website will be notified if the Terms of Use are modified.

Privacy and Data Use – DeBary Marketing, LLC respects the privacy of all users. Personal information and data entered into this website are intended solely for use within the DeBary Hole-In-One (HIO) Group for member management, communication, and event coordination.

DeBary Marketing LLC does not sell, rent, or share user data with third parties for marketing or commercial purposes.

Information entered into the system may be visible to authorized members, administrators, or officers of the DeBary Hole-In-One (HIO) Group as part of normal group operations.

While reasonable measures are taken to protect data, no system can guarantee absolute security. By using this website, users acknowledge and accept this risk.

Financial Transactions Disclaimer – DeBary Marketing, LLC is not responsible for any financial transactions, including dues, payments, prizes, or distributions associated with the DeBary Hole-In-One (HIO) Group. All financial matters are handled independently by the HIO organization and its designated representatives.

Contact - For questions regarding these Terms of Use, please contact the site administrator.

Version: 04012026

Approved by: R.Zeiss

Site Administrator