**Privacy Policy**

**Overview**

DavidLeadbetter.com (LGA/DLE) is committed to protecting the personal information that you provide to us when using the site. This privacy policy describes how we treat all user data collected during your visit to DavidLeadbetter.com, both anonymous data and personally-identifying data.

Leadbetter Golf Academy (LGA), LLC and David Leadbetter Enterprises (DLE) Inc and all Leadbetter Golf Academies around the world are committed to protecting the privacy of personal information (i.e. any information relating to an identified or identifiable natural person) who visit any of the sites owned by LGA and/or DLE, which includes, but is not limited to: Leadbetter Kids (leadbetterkids.com), David Leadbetter Junior Golf Academy (LJGA), David Leadbetter Enterprises (DLE), Leadbetter Golf Academy (davidleadbetter.com), Leadbetter Foundation (leadbetterfoundation.org), Leadbetter Golf Academies across the globe (40+ including academies in the UK, Europe, Asia, and North America) (collectively, the “Leadbetter Golf Academies”) and use the services available thereon. Amendments to this Privacy Policy will be posted to the Site and/or Services and will be effective when posted. Your continued use of the Site and/or Services following the posting of any amendment to this Privacy Policy shall constitute your acceptance of such amendment.

**User Data We Collect**

We collect three types of user data: (1) anonymous data that is automatically collected from all visitors to the David Leadbetter Site; (2) personally-identifiable data that you voluntarily submit to us (described below under "Personal Data"); (3) personally-identifiable data that you voluntarily submit to any of our corporate businesses including, but not limited to: Leadbetter Kids (leadbetterkids.com), David Leadbetter Junior Golf Academy (LJGA), David Leadbetter Enterprises (DLE), Leadbetter Golf Academy (davidleadbetter.com), Leadbetter Foundation (leadbetterfoundation.org), Leadbetter Golf Academies across the globe (40+ including academies in the UK, Europe, Asia, and North America) (collectively, the “Leadbetter Golf Academies”).

**Anonymous Data**

We automatically collect Internet Protocol addresses and domain names through our server. We also track the number and frequency of hits per page on an aggregate basis.

**Personal Data**

We may collect Personal Data that you voluntarily provide, such as your name and postal address, phone number, e-mail address, and similar information, when you participate in certain activities on the David Leadbetter Site. We collect your personal data to provide Services to you and to other users of the Services; To improve the quality of the lessons through polls, surveys and other similar feedback gathering activities conducted by LGA/DLE and/or third parties; To create, manage and control your account information, and to verify access rights to the Services; To bill your account; To communicate with you via email (subject to your opt-out rights set forth in this Privacy Policy), including without limitation for the purpose of providing you with information about the Services, or informing you of changes or additions to the Services or of the availability of any other services or features we provide; To assess service levels, monitor traffic patterns and gauge popularity of different features and service options of the Services; To enforce this Privacy Policy or our Terms of Service; To protect against fraud or error, and to respond to claims of any violation of our rights or those of any third parties; To respond to your requests for customer service; To protect the rights, property or personal safety of you, us, our users and the public; and As required to comply with applicable laws or as authorized by applicable laws. For the purposes of billing your account (if you have a paid account) and in order to process payments, LGA/DLE utilizes third party payment gateways, such as Stripe, Square and WooCommerce, who will utilize your credit card and other payment information in accordance with their respective privacy policies. LGA/DLE shall not be liable to you or any other person for any damages that might result from unauthorized use, publication, disclosure or any other misuse of such payment information, including credit card information.

**How We Use the Data We Collect**

We use anonymous data to identify the source of user traffic (for example, georgetown.edu or aol.com), but we are not able to use this data to identify individual users. We use data on which sections of the David Leadbetter Site are most visited, so that we can evaluate the popularity of our different Web pages and continue to improve the David Leadbetter Site. We do not link any anonymous data with the Personal Data you provide to us. We use your Personal Data for various purposes, including: to fulfill the request for which you specifically provided the data; to send you email newsletters or action alerts if you have not opted out of receiving that information.

Your personal information may be stored and processed in any country where we have Leadbetter Golf Academies or in which we engage third party service providers. By using the Services, you consent to the transfer of information to countries outside your country of residence, which may have different data protection rules than in your country. Information is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country. However, our practices regarding your personal information will at all times continue to be governed by this Privacy Policy and, if applicable, we will comply with the General Data Protection Regulation (“GDPR”) requirements providing adequate protection for the transfer of personal information from the EU/EEA to third country.

We may occasionally communicate with you regarding our products, services, news and events. You have the option to not receive this information. We provide an opt-out function within all email communications of this nature or will cease to communicate with you for this purpose if you contact us and tell us not to communicate this information to you. The only kind of these communications that you may not “opt-out” of are those required to communicate announcements related to the Services, including information specific to your Account, planned Services suspensions and outages. We will attempt to minimize this type of communication to you.

**Your Ability to Choose**

When you provide us with your Personal Data on the David Leadbetter Site, you can let us know that you do not wish to receive our online newsletter by contacting us via email at lga@davidleadbetter.com or selecting 'Unsubscribe' from any of our email communications.

**Children**We do not knowingly collect information from children under the age of 13.

**Security**The Personal Data we collect about you is stored on a secure, password protected server. We use industry-standard encryption technologies with respect to the receipt and transfer of Personal Data you submit to us on the David Leadbetter Site and only authorized personnel have access to your information. Nevertheless, despite our best efforts, no transmission over the Internet can be guaranteed to be 100% secure.

**Updating Your Data**

To update your Personal Data or to make corrections, you can do so by sending us the update via email to lga@davidleadbetter.com.

**Rights to Your Information**

You have the right to access and edit your information at any time through the web interface provided. On written request and subject to proof of identity, you may access the personal information that we hold, used or communicated and ask that any necessary corrections be made, where applicable, as authorized or required by law. However, to make sure that the personal information we maintain about you is accurate and up to date, please inform us immediately of any change in your personal information by mail or e-mail.

Under the GDPR, you may be entitled to additional rights, including: (i) the right to withdraw consent to processing where consent is the basis of processing; (ii) the right to access your personal information and certain other supplementary information, under certain conditions; (iii) the right to object to unlawful data processing, under certain conditions; (iv) the right to erasure of personal information about you, under certain conditions; (v) the right to demand that we restrict processing of your personal information, under certain conditions, if you believe we have exceeded the legitimate basis for processing, processing is no longer necessary, are processing, or believe your personal information is inaccurate; (vi) the right to data portability of personal information concerning you that you provided us in a structured, commonly used, and machine-readable format, under certain conditions; (vii) the right object to decisions being taken by automated means which produce legal effects concerning you or similarly significantly affect you, under certain conditions; (viii) the right to lodge a complaint with data protection authorities. If you want to learn more about your rights under the GDPR, you can visit the European Commission’s page on Data Protection.

Security and Retention

We will strive to prevent unauthorized access to your personal information, however, no data transmission over the Internet, by wireless device or over the air is guaranteed to be 100% secure. We have implemented and maintain reasonable security procedures and practices (based on the nature of the information we collect) to protect that information from unauthorized disclosure. We will continue to enhance security procedures as new technologies and procedures become available.

We strongly recommend that you do not disclose your password to anyone.

Please remember that you control what personal information you provide while using the Site. Ultimately, you are responsible for maintaining the secrecy of your identification, passwords and/or any personal information in your possession for the use of the Site and/or Services. Always be careful and responsible regarding your personal information. We are not responsible for, and cannot control, the use by others of any information which you provide to them and you should use caution in selecting the personal information you provide to others through the Site. Similarly, we cannot assume any responsibility for the content of any personal information or other information which you receive from other users through the Site, and you release us from any and all liability in connection with the contents of any personal information or other information which you may receive using the Site. We cannot guarantee, or assume any responsibility for verifying, the accuracy of the personal information or other information provided by any third party. You release us from any and all liability in connection with the use of such personal information or other information of others.

We will maintain your personal information for as long as they are needed, or as required by applicable laws, regulations, or government orders.

**Terms and Conditions**

**ACCEPTANCE OF TERMS**

Welcome to our Corporate Website. This Agreement contains the complete terms and conditions that apply when you visit our site or use choose to browse the contents herein.

By using this website, you agree to be bound by its terms of use and shall comply thereof. This Terms of Service describes the rights and responsibilities that apply to your use of Leadbetter Golf Academy website, including but not limited to all global academies worldwide and any other service (collectively, the “Service”), each owned and operated by Leadbetter Golf Academy (LGA), LLC and David Leadbetter Enterprises (DLE) Inc.

This Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site and the content provided by or through the Site, and the subject matter of this Agreement.

Please read the Terms carefully before using the Service. If you don’t agree to the Terms, as well as LGA’s Privacy Policy (the “Privacy Policy”), you may not use the Service. If you are entering into the Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the Terms. If you do not have such authority, you must not accept the Terms or use the Service on behalf of such entity. The Service is only available to you if you have entered the age of majority in your jurisdiction of residence and are fully able and competent to enter into, abide by and comply with the Terms.

**Editing, Deleting and Modification**

We may edit, delete or modify any of the terms and conditions contained in this Agreement, at any time and in our sole discretion, by posting a notice or a new agreement on our site.

YOUR CONTINUED VISIT IN OUR WEBSITE FOLLOWING OUR POSTING OF A CHANGE NOTICE OR NEW AGREEMENT ON OUR SITE WILL CONSTITUTE BINDING ACCEPTANCE OF THE CHANGE.

**Accuracy, Completeness and Timeliness of Information**

[LGA](https://davidleadbetter.com/) and DLE are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information which are definitely not current and is provided for reference only. We reserve the right to modify the contents of this site at any time without obligation on our end to update any information on the site. You understand and agree that it is your responsibility to monitor changes to the site.

Your Leadbetter Golf Academy Account. If you create an account on the website (your “Account”), you are responsible for maintaining the security of your Account and its Content and you are fully responsible for all activities that occur under your Account and any other actions taken. You must not describe or assign Content to your Account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. You must immediately notify LGA and/or DLE of any unauthorized uses of your Account or any other breaches of security. LGA/DLE will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

**LICENSE AND SITE ACCESS**

LGA/DLE grants you a limited license to access and make personal use of this site and not to download or modify it, or any portion of it, except with express written consent from our company. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent from our company. The right to access our corporate website does not include any resale or commercial use of our site or its contents nor allows you to download or copy any account information for the benefit of another merchant. Any unauthorized use terminates the permission or license granted by [https://www.davidleadbetter.com](https://davidleadbetter.com/).

**PRODUCT PRICING & DESCRIPTIONS**

The List Price displayed for products on our website represents the full retail price listed on the product itself. The List Price is a comparative price estimate and may or may not represent the prevailing price in every area on any particular day. For certain items that are offered as a set, the List Price may represent "open-stock" prices, which means the aggregate of the manufacturer's estimated or suggested retail price for each of the items included in the set. In cases of mispriced in our catalogs in which the item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We do not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered in our website is not as described, your sole remedy is to return it in unused condition.

**LINKS & FRAMINGS**

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**CORPORATE INTELLECTUAL PROPERTY RIGHTS**

You hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that You will not acquire any right, title, or interest in or to the site except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Program or proprietary information related thereto.

**Confidentiality**

You agree not to disclose information you obtain from us and or from our clients, advertisers, suppliers and forum members. All information submitted to by an end-user customer pursuant to a Program is proprietary information of [https://www.davidleadbetter.com](https://davidleadbetter.com/). Such customer information is confidential and may not be disclosed. Publisher agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

**NON-ASSIGNMENT OF RIGHTS**

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice. NON-Waiver Failure of the [https://www.davidleadbetter.com](https://davidleadbetter.com/) to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that the we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

**Severability of Terms**

In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

**Entire Agreement**

This Agreement shall be governed by and construed in accordance with the substantive laws of Florida, without any reference to conflict-of-laws principles. The Agreement describes and encompasses the entire agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the contents and materials provided by or through the Site, and the subject matter of this Agreement.

**GOVERNING LAW**

Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Florida, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

**Comments and Questions**

If you have any questions, comments or concerns about this Online Privacy Policy or our data collection practices or to request that we delete your Personal Data, you can contact us via email at lga@davidleadbetter.com.