



## Glen Oak Country Club

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### **Member Portal and Responsibilities**

If you are a member of Glen Oak Country Club and are (13) years of age or older, you will be given a unique username and password ("User Account") to access the private Member-Only portal. You may change your password at any time by updating your account settings on the Glen Oak website. You are responsible for maintaining the confidentiality of your password and account and are fully responsible for all activities that occur under your password or account. You are also solely responsible ensuring that you exit or log-off from your User Account at the end of each session of use. You will notify Glen Oak immediately of any unauthorized use of your password or User Account. Although, Glen Oak has taken what it considers to be reasonable and customary security precautions and measures to safeguard your User Account information we cannot and do not guarantee the effectiveness of our security measures or the safety of your User Account information sent to or from this Site over the Internet.

You agree to immediately notify Glen Oak of any unauthorized use of your password or account or any other breach of security. Glen Oak cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

### **Information and Representations**

By submitting information to Glen Oak via any webform, you agree to provide true, accurate, current and complete information about yourself in all required fields of the form and in all descriptive content you post about yourself. Should Glen Oak suspect that your registration information or descriptive content is not complete, current or accurate or that you have otherwise violated these terms, anything you posted may be deleted and you may be barred from using the Glen Oak website.

## **Use of Site**

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## **Restrictions on Use**

This Site may only be used for lawful purposes consistent with all rights of other parties and may not be used to violate any state, federal, or local laws. Unlawful activities include but are not limited to storing, distributing or transmitting any threatening, libelous, defamatory, obscene, or pornographic or any other content (by email, uploading, posting, or otherwise) in violation of privacy rights or copyright or trademark rights, or attempting to compromise the security of this Site or any networked account. You are expressly prohibited from violating or attempting to violate the security of this Site, including, without limitation, (a) accessing data not intended for you or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, or (c) attempting to interfere with service to any other user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming", "mailbombing", or "crashing". Violations of system or network security may result in civil or criminal liability. Glen Oak may investigate occurrences which involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting those who are involved in such violations. Glen Oak requests that anyone who believes that there is a violation of these Terms direct the information to [info@glenoakcountryclub.org](mailto:info@glenoakcountryclub.org).

Further, except with Glen Oak express advance authorization or in a clearly designated area, you may not use the website to: (a) upload, post, email or otherwise transmit any Communications that provides any telephone numbers, street addresses, last names, URLs or email address; (b) engage in commercial activities within Glen Oak (such as by advertising or selling products or services or inducing other users to enroll in a promotional or money-making enterprise); or (c) solicit donations for any purpose.

## **User Communications and Submissions**

Any content, information or other communication you transmit or post on this Site in any form including, but not limited to text, data, photographs, video, music, sound, chat, messages or files, will be considered non-confidential and non-proprietary ("Communications"). The interactive nature of postings on Glen Oak makes it impossible for Glen Oak to assume responsibility for the materials posted. Therefore the Communications not endorsed by Glen Oak, and we make no guarantee regarding the reliability, accuracy or quality of any Communications posted on the website. You acknowledge that you will evaluate and bear any risks related to your use of any Communications, including any reliance on the accuracy, completeness or usefulness of such Communication. All Communications posted to the website is the sole responsibility of the person who originally posted the Communication, and your sole recourse for any damage you may suffer as a result of Communication shall be to such individual.

Glen Oak will have no obligations with respect to the Communications. Glen Oak and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications for any and all commercial or non-commercial purposes. Glen Oak will own all right, title and interest, including all related intellectual property rights, to any suggestions, ideas, feedback, recommendations, or other information provided by you relating to the Site ("Submissions") and if required, you agree to assign such Submissions to Glen Oak free of charge. Glen Oak or any of its affiliates or subcontractors may use such Submissions as it deems appropriate in its sole discretion.

If you choose to post Communications on Glen Oak webpages, we require that you adhere to generally accepted rules of etiquette and standards of behavior and that your use of Glen Oak reflects your respect for the legal rights of the other users and individuals connected with Glen Oak. You also agree that if you post Communications of an adult nature you will clearly mark the Communications as such.

Glen Oak may, but is not obligated to, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. We reserve the right to remove any Content that, in our sole judgment, may be considered to be illegal or may violate these Terms. Glen Oak will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise.

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Please see our Privacy Policy, which contains a description of the information gathering and dissemination practices for this Site. As a condition to the use of this Site, users of this Site expressly agree to the terms set forth in our Privacy Policy, which is incorporated by reference to these Terms as if they were fully set forth in these Terms.

### **Modifications to the Website**

Glen Oak reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the website (or any part thereof) with or without notice. Glen Oak shall not be liable to you or to any third party for any modification, suspension or discontinuance of the website.

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- any stored content will be accurate or reliable or its integrity maintained,
- the quality of any products, services, information, or other material purchased or obtained by you through the site will meet your requirements or expectations,
- errors or defects will be corrected,
- the site or the server(s) that make the site available are free of viruses or other harmful components.

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In no event will Glen Oak, its officers, directors and employee or its suppliers, or other third parties mentioned at this site be liable for any damages whatsoever (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability

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You agree to indemnify, defend and hold harmless Glen Oak, its officers, directors and employees and its suppliers from and against any liabilities, losses and reasonable costs and expenses (including reasonable attorney's fees) arising out of any claims or suits by any third party connected with or resulting from your use of this Site in any unlawful manner or in any manner inconsistent with these Terms.

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Government users will receive no greater than Restricted Rights as defined in FAR 52.227-14, FAR 52.227-19(c)(1-2) (Jun 1987) or DFAR 252.227-7013(c)(1)(ii) (Oct 1988), DFAR 252.221-7015(c) (May 1991), DFAR 252.227-7014, or DFAR 252.227-7018 as applicable in any Software at this Site. Government users will secure no greater than limited rights as defined in FAR 52.227-14, DFAR 252.227-7015, DFAR 252.227-7018, or DFAR 252.227-7013 as applicable in any technical data at this Site.

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By email: [info@glenoakcountryclub.org](mailto:info@glenoakcountryclub.org)

By mail:  
Glen Oak Country Club  
21W451 Hill Avenue  
Glen Ellyn, IL 60137

We suggest that you consult with a legal advisor before filing a notice under the DMCA. Also, be aware that there can be penalties for false claims under the DMCA.

### **Applicable Laws**

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### **Violations of These Terms of Use**

Please report any violations of these terms, including objectionable Communications or behavior, to [info@glenoakcountryclub.org](mailto:info@glenoakcountryclub.org). Please state the reasons for your concern and provide a link to the Communication or, if appropriate, the behavior in question. Upon receiving such a report of a possible violation, Glen Oak in its sole discretion may investigate the matter and take such action as Glen Oak determines to be appropriate.

### **General**

If any provision of these terms and conditions is held invalid or unenforceable by any court of competent jurisdiction, that holding will not invalidate or render unenforceable any other provision of these Terms. Notwithstanding any provision to the contrary, Glen Oak will not be liable to you for any delay or interruption in performance of any obligation resulting from governmental emergency orders, judicial or government action, emergency regulations, sabotage, riots, vandalism, labor strikes or disputes, acts of god, fires, electrical failure, major computer hardware or software failures, equipment delivery delays, acts of third parties, or any other cause if the delay or interruption in performance is beyond its reasonable control. The failure of Glen Oak to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Except as otherwise stated above in these Terms, these Terms may not be

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