

## TERMS OF SERVICE

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#### **5. PRIVACY POLICY**

Any and all personal information provided to or collected by PGA will, at all times, be treated in accordance with PGA’s [Privacy Policy](#), which is incorporated herein by reference. By using the Service, you signify your acceptance of the Privacy Policy. PGA encourages you to read the Privacy Policy periodically at your convenience as PGA’s policies are subject to change from time to time.

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(b) you shall not engage or attempt to engage in any conduct that (i) could damage, disable, overburden, or impair the Service; (ii) violates or attempts to violate the security of the Service, including by probing, scanning, or otherwise testing the vulnerability of applicable systems, networks, and authentication measures; (iii) circumvents any technological measures implemented by PGA or its Related Parties to restrict the manner in which any Content can be posted, uploaded, transmitted, communicated, displayed, performed, or otherwise distributed on or via the Service; (iv) circumvents (or attempts to circumvent) the manner in which any Content may be transmitted to other PGA Users, including through the use of multiple email addresses, multiple IP addresses, and multiple or fraudulent User Accounts; (v) circumvents or manipulates (or attempts to circumvent or manipulate) PGA's billing process for fees; (vi) inhibits, disrupts, or otherwise interferes with another party's beneficial use and enjoyment of the Service, including by means of hacking or defacing any portion of the Service or by accessing and using another's User Account without permission; (vii) modifies, obscures, or removes any copyright, trademark, proprietary, or identification markings accompanying any Content posted, uploaded, transmitted, communicated, displayed, performed, or otherwise distributed on or via the Service; (viii) infringes the copyrights, trademarks, service marks, patents, or other proprietary intellectual property rights of PGA, its Related Parties, or Users; (ix) solicits or mass-markets to PGA or its Related Parties or Users via email, text, direct mail, telephone, or otherwise for any purpose; or (x) creates (or attempts to create) similar or substitute products and services to those offered by PGA derived from your use of or access to the Service.

(c) you shall not Share any Contributions that (i) are false, inaccurate, misleading, or violate or infringe the intellectual property rights of any other party, including copyrights, trademarks, service marks, patents, rights of publicity or privacy, and other proprietary rights; (ii) contain viruses or other malicious software that may harm PGA, its Related Parties, or Users, or inhibit, disrupt, or otherwise interfere with the normal operation of the Service; (iii) are unlawful, fraudulent, harassing, threatening, bullying, harmful, tortious, defamatory, libelous, abusive, discriminatory, hateful, obscene, vulgar, pornographic, sexually explicit, racially or ethnically offensive, inflammatory, encourage conduct that would be considered a criminal offense, give rise to civil liability, or violate any law, inhibit any other person from using or enjoying the Service, or are otherwise objectionable in PGA's sole discretion; (iv) contain proprietary trade secrets or other confidential information in violation of any confidentiality, employment, or non-disclosure agreement; (v) constitute unsolicited or unauthorized communications, advertising, promotional materials, junk mail, spam, chain letters, or pyramid schemes; (vi) impersonate or misrepresent any person or entity, including, but not limited to, any PGA moderators, coaches, experts, consultants, staff, and employees.

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(e) you shall not attempt (or assist another in any attempt) to (i) violate, circumvent, reverse-engineer, decompile, disassemble, attempt to derive the source code or object code of, decrypt, modify, or create

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## **11. GENERAL RELEASE AND INDEMNITY**

By accessing and using the Service, you hereby release and agree, to the fullest extent permitted under applicable law, to indemnify, defend, release, and hold PGA and its Related Parties and the officers, directors, owners, employees, agents, contractors, service providers, consultants, successors, affiliates, and assigns of all of the foregoing (collectively, the "Indemnitees"), harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, demands, actions, suits, judgments, settlements, costs and expenses (including administrative costs, investigatory costs, litigation and settlement costs and experts', auditors', and attorneys' fees and disbursements) of whatever nature (collectively, "Losses"), which may be made, filed, or assessed against, or incurred by any of the Indemnitees at any time arising out of or relating to your use of (or inability to use) the Service, including, but not limited to: (a) your Contributions; (b) the use of your Contributions by PGA or any of the other Indemnitees for any purpose permitted under these Terms; (c) your violation of applicable law or your breach of these Terms or the other rules, guidelines, and policies of PGA; (d) your violation of any rights of any other person or entity, including, but not limited to, intellectual property rights; (e) any claim that a third party was damaged by any of your Contributions or by your other activities in any way relating to the Service; (f) any and all activity that occurs through or by use of your User Account (including all Contributions Shared); (g) any dispute between you and one or more other Users of the Service; (h) any item set forth in Section 7 of these Terms; and (i) any breach or alleged breach by you of the representations, warranties, or covenants made by you in these Terms or any other provisions of these Terms applicable to you. PGA reserves the right (but not the obligation), at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you under these Terms, and in any such event, you agree to fully cooperate with PGA's defense of such claim. You may not settle, compromise, or in any other way dispose of any liability, claim, or cause of action giving rise to your indemnity obligations under these Terms without PGA's prior written consent.

## **12. REMEDIES**

You acknowledge and agree your breach of these Terms or PGA's other rules, guidelines, or policies may cause PGA immediate and irreparable harm and damage. Therefore, notwithstanding any other provision of these Terms to the contrary or other applicable legal requirements, PGA has the right to, and may in its

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### **13. TERMINATION OF YOUR USER ACCOUNT AND ACCESS TO THE SERVICE**

PGA may, in its sole discretion, at any time and without notice or liability to you or any third party, terminate your User Account or otherwise restrict, suspend, or terminate your access to the Service, without prejudice to any other remedies available to PGA at law or in equity, if PGA believes your use of the Service (a) violates these Terms or the other rules, guidelines, and policies of PGA; (b) infringes the rights of any person or entity (including intellectual property rights); (c) gives rise to other legal liabilities; or (d) is harmful to PGA, its Related Parties, or Users. PGA may also terminate your User Account or restrict, suspend, or terminate your access to the Service if you fail to make timely payment of fees due, or if your User Account becomes inactive for an extended period of time. Upon any termination of your User Account, PGA may, in its sole discretion and without notice or liability to you or any third party, delete any or all of your Contributions from servers owned or operated by PGA. Upon any termination of your User Account, you agree to immediately pay PGA any unpaid fees owed.

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PGA MAKES EVERY ATTEMPT TO KEEP THE SERVICE SAFE, SECURE, AND FUNCTIONING PROPERLY; HOWEVER, YOU ACKNOWLEDGE AND AGREE THE SERVICE IS PROVIDED TO YOU AND ALL USERS "AS-IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. PGA AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS DISCLAIM TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE (INCLUDING ALL RELATED CONTENT, FEATURES, PRODUCTS, AND SERVICES), INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF OR REGARDING: (A) MERCHANTABILITY; (B) FITNESS FOR A PARTICULAR PURPOSE; (C) THE QUALITY, TRUTH, ACCURACY, EFFECTIVENESS, OR COMPLETENESS OF ANY CONTENT POSTED, UPLOADED, DISPLAYED, PERFORMED, TRANSMITTED, COMMUNICATED, OR OTHERWISE DISTRIBUTED ON, VIA, OR IN CONNECTION WITH THE SERVICE; (D) THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SERVICE, INCLUDING ACCESS TO OR USE OF THE SERVICE AT PARTICULAR TIMES OR LOCATIONS OF YOUR CHOOSING; AND (E) THE NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS.

PGA DOES NOT WARRANT OR GUARANTEE: (A) THAT OPERATION OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES, MALICIOUS SOFTWARE, OR OTHER HARMFUL COMPONENTS; (B) THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED; (C) THAT THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE; (D) THAT THE SERVICE WILL CONTINUE TO BE MADE AVAILABLE; (E) THAT ANY PERSON USING THE SERVICE WILL BE THE PERSON THAT HE OR SHE REPRESENTS HIMSELF OR HERSELF TO BE; OR (F) THAT THE SERVICE WILL MEET YOUR EXPECTATIONS OR OBJECTIVES OR ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY.

YOU ACKNOWLEDGE AND AGREE THE SERVICE IS CONTROLLED AND OFFERED BY PGA FROM ITS FACILITIES LOCATED IN THE UNITED STATES. PGA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICE IS APPROPRIATE OR AVAILABLE FOR USE IN ANY OTHER LOCATION OR JURISDICTION. ANY USER THAT ACCESSES OR USES THE SERVICE FROM ANY LOCATION OUTSIDE OF THE UNITED STATES DOES SO AT THEIR SOLE RISK AND REMAINS SOLELY AND ENTIRELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL LAWS AND REGULATIONS.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH STATES OR JURISDICTIONS SOME OF THE FOREGOING EXCLUSIONS MAY NOT APPLY TO YOU.

## **15. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL PGA OR THE RELATED PARTIES OR THE OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, AGENTS, AND CONTRACTORS OF PGA AND THE RELATED PARTIES, BE LIABLE TO YOU, AND YOU AGREE NOT TO HOLD PGA OR ANY OF THE FOREGOING PARTIES RESPONSIBLE FOR, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FROM PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRIVACY, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR REASONABLE CARE, OR ANY OTHER DAMAGES OR LOSSES RESULTING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICE, AND SPECIFICALLY (A) ANY UNAUTHORIZED ACCESS TO OR USE OF PGA'S SERVERS AND ANY PERSONAL, FINANCIAL, OR USER INFORMATION STORED ON SUCH SERVERS; (B) THE QUALITY, ACCURACY, EFFECTIVENESS, OR COMPLETENESS OF CONTENT POSTED, UPLOADED, LISTED, TRANSMITTED, COMMUNICATED, OR OTHERWISE DISTRIBUTED ON OR VIA THE SERVICE; (C) ANY REMOVAL, DELETION, LIMITATION, MODIFICATION, INTERRUPTION, SUSPENSION, DISCONTINUANCE, OR TERMINATION OF THE SERVICE OR ANY PARTICULAR CONTENT, INCLUDING YOUR CONTRIBUTIONS; (D) ANY VIRUSES, TROJAN HORSES, OTHER MALICIOUS SOFTWARE OR HARMFUL COMPONENTS WHICH MAY BE TRANSMITTED TO, THROUGH, OR IN CONNECTION WITH THE SERVICE; (E) THE CONTENT, ACTIONS, AND OMISSIONS OF PGA'S MODERATORS, COACHES, EXPERTS, CONSULTANTS, STAFF, AND OTHER USERS; (F) ANY SUSPENSION, RESTRICTION, OR TERMINATION OF YOUR PGA USER ACCOUNT AND PRIVILEGES; (G) ANY REAL OR PERCEIVED NEED BY YOU TO MODIFY YOUR PRACTICES OR BEHAVIOR, OR YOUR LOSS OF OR INABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THESE TERMS OR THE OTHER RULES, GUIDELINES, OR POLICIES OF PGA; (H) ANY ACTION OR INACTION TO PREVENT, RESTRICT, REDRESS, OR REGULATE ANY CONTRIBUTIONS OR OTHER CONTENT, OR TO IMPLEMENT OTHER ENFORCEMENT MEASURES AGAINST ANY PARTICULAR USER, OR ANY USER'S CONDUCT OR VIOLATION OF THESE TERMS OR THE OTHER RULES, GUIDELINES, AND POLICIES OF PGA; (I) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY PERSON OR ENTITY; AND (J) ANY ACTS OR OMISSIONS CAUSED BY CIRCUMSTANCES BEYOND PGA'S REASONABLE CONTROL, WHETHER ANY OF THE FOREGOING DAMAGES OR LOSSES ARE BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR PERSONAL INJURY OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, PGA'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL PGA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AGGREGATE AMOUNT OF FEES, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SERVICE. YOU HEREBY RELEASE PGA AND

THE RELATED PARTIES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION. YOU AND PGA AGREE THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, YOU MUST FILE ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THE SERVICE OR THE SUBJECT MATTER OF THESE TERMS WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OTHERWISE SUCH CLAIM OR ACTION WILL BE PERMANENTLY BARRED.

## **16. FORCE MAJEURE**

PGA will not be liable to you for any loss or damage arising out of or relating to any delay or failure to perform under these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond PGA's reasonable control and without PGA's negligence, including, but not limited to: (a) any fire, flood, earthquake, or other natural disaster; (b) war, riot, or order of governmental authority; (c) labor dispute or any order, regulation, ruling, or action of any labor union or association affecting PGA or the industry in which it is engaged; (d) delay in the delivery of materials and supplies or the general unavailability of materials and supplies; (e) casualty, accident, illness, pandemic, epidemic, or widespread communicable disease (including COVID-19), or incapacity; (f) power failure, failure of computer systems or other equipment, or other Internet, network, or communications outages, interruptions, or disturbances; (g) delay in performance by any of PGA's Related Parties; or (h) any other cause which prevents PGA from performing under these Terms.

## **17. COPYRIGHT POLICY**

PGA is under no obligation to monitor any Contributions Shared with PGA for unlawful or unauthorized content. However, PGA respects and seeks to preserve the copyright and proprietary interests of its Users. Accordingly, if you believe any Content on the Service infringes your copyrights, then you may submit a written notification to PGA in accordance with the Digital Millennium Copyright Act ("DMCA") that includes the following [see 17 U.S.C. § 512(c)(3) for additional details]: (a) your signature (either physical or electronic) or that of a person under penalty of perjury authorized to act on your behalf; (b) clear identification of the copyrighted work allegedly infringed; (c) clear identification of the Content that is allegedly infringing your copyrights and information reasonably sufficient to permit PGA to locate the Content; (d) information reasonably sufficient to permit PGA to contact you (e.g., name, address, telephone number, and email address); (e) a statement by you that the use of the Content in the manner complained of is not authorized by you or permitted under applicable law; and (f) a statement by you that the information in your notification is accurate in all material respects. If you fail to comply with the foregoing requirements, your DMCA notice may not be valid. Any notices of claimed infringement should be sent to PGA's copyright agent at [copyright@ship30for30.com](mailto:copyright@ship30for30.com). For the avoidance of doubt, only DMCA notices should be sent to the copyright agent. All other feedback, inquiries, or other communications should be directed to PGA at [hello@ship30for30.com](mailto:hello@ship30for30.com).

Upon receipt of a notice that complies with the DMCA, PGA will remove or block access to such allegedly infringing Content and will give notice of the claimed infringement to the User who Shared such Content.

### **COUNTER-NOTICES**

If you believe that any of your Contributions that may have been removed in response to a DMCA notice is not infringing, or that you possess the requisite authority from the copyright owner or under applicable law to Share such Contributions, then you may send a counter-notice to PGA's copyright agent including the following: (a) your signature (either physical or electronic); (b) clear identification of the Content that has been removed and the location at which the Content was displayed or appeared prior to its removal;

(c) a statement by you that the Content was removed as a result of mistake or a misidentification; (d) a statement that you consent to the jurisdiction of the federal courts located in Miami-Dade County, Florida, and a statement that you will accept service of process from the person who provided notification of the alleged infringement; and (e) your name, address, telephone number, and email address. All DMCA notices and counter-notices must meet the then-current statutory requirements of the DMCA (see <http://www.loc.gov/copyright/> for details).

If a counter-notice is received by the copyright agent, PGA shall send a copy of the counter-notice to the original complaining party informing that party that PGA may restore the removed Content in 10 business days unless the original complaining party files an action seeking a court order against the alleged infringer.

PGA RECOMMENDS THAT YOU CONSULT WITH AN ATTORNEY PRIOR TO SUBMITTING A DMCA NOTICE OR COUNTER-NOTICE, AS THERE CAN BE PENALTIES FOR FALSE CLAIMS UNDER THE DMCA.

Please be advised, notices and counter-notices under this Section 17 are legal notices distinct from other Service communications and are not subject to PGA's Privacy Policy. PGA may share such notices and counter-notices with third parties in PGA's sole discretion.

## **18. TRADEMARK POLICY**

If you believe any trademark or service mark owned or controlled by you is being infringed by any other User of the Service, please contact PGA's trademark agent at [trademark@ship30for30.com](mailto:trademark@ship30for30.com) and include the following: (a) your signature (either physical or electronic) or that of a person under penalty of perjury authorized to act on your behalf; (b) clear identification of the mark allegedly infringed, and if the mark is registered, provide the registration number and country of registration; (c) clear identification of the mark that is allegedly infringing and information reasonably sufficient to permit PGA to locate the mark; (d) information reasonably sufficient to permit PGA to contact you (e.g., name, address, telephone number, and email address); (e) a statement by you that the use of the mark in the manner complained of is not authorized by you or permitted under applicable law; and (f) a statement by you that the information in your notification is accurate in all material respects.

Upon PGA's receipt of any such notice from you, PGA will remove or block access to such content and serve notice of trademark infringement to the User Sharing the allegedly infringing mark. If such User sends PGA's trademark agent a counter-notice, PGA will forward a copy of the counter-notice to the original complaining party informing that person that PGA may restore the removed mark in 10 business days unless the original complaining party files an action seeking a court order against the alleged infringer.

Please be advised, notices and counter-notices under this Section 18 are legal notices distinct from other Service communications and are not subject to PGA's Privacy Policy. PGA may share such notices and counter-notices with third parties in PGA's sole discretion.

## **19. NOTICES**

The email address you provide in your User Account will be used by PGA to send you notices pursuant to these Terms, as required by applicable law, and generally regarding your User Account, the Service, and as otherwise permitted under these Terms. You consent to receive all notices and communications pertaining to your access to and use of the Service by email. You acknowledge and agree that any such notices sent by PGA to you via email satisfy any legal requirement that such notices be made in writing.

You also agree that PGA may respond to any communication you send to PGA with an electronic communication, regardless of whether your original communication with PGA was an electronic

communication or not. Any email PGA sends to you will be considered received within 2 calendar days of the date such communication is sent by computer servers utilized by PGA to the email address you designate in your User Account. To the extent permissible under applicable law, any email you send to PGA will not be effective until PGA has had a reasonable opportunity to act on the communication.

## **20. USER COMMENTS AND SUGGESTIONS**

PGA encourages its Users to work collaboratively to keep the Service safe and working properly. Please report any problems, offensive Content, or violations of these Terms or PGA's other rules, guidelines, and policies to: [hello@ship30for30.com](mailto:hello@ship30for30.com). User feedback is very important to PGA. PGA may, from time to time, solicit Contributions from you containing your feedback, comments, ideas, and suggestions about the Service. Any such communications may be sent to PGA at: [hello@ship30for30.com](mailto:hello@ship30for30.com). Please note that by doing so, you grant PGA permission to disclose such Contributions on a non-confidential basis and to use such Contributions without further notice or compensation to you. By sending such Contributions you grant PGA an irrevocable, perpetual, royalty-free, sublicensable, worldwide license of all intellectual property and other rights comprising such Contributions, and you waive any claim against PGA based on moral rights, breach of implied contract, unfair competition, breach of confidentiality, or any other legal theory. PGA is under no obligation to respond to you in connection with any feedback, comments, ideas, or suggestions you may provide. You will at all times remain responsible for the content of any such Contributions you provide to PGA.

## **21. MISCELLANEOUS**

These Terms, along with any other legal notices published by PGA on the Service, constitute the entire agreement between you and PGA relating to the subject matter of these Terms and supersede any prior agreements, written or oral, between you and PGA relating to the subject matter of these Terms. You acknowledge and agree the Service along with these Terms and PGA's other rules, guidelines, and policies will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the internal substantive laws of the State of Florida without regard to its conflict of laws principles. The Service will be deemed a passive Service that does not give rise to any personal jurisdiction over PGA, either specific or general, in any state other than the State of Florida. You agree that exclusive jurisdiction over any claim or dispute with PGA arising out of or relating to these Terms or your access to or use of (or inability to use) the Service will be decided in the federal and state courts located in Hillsborough County, Florida. You agree to not plead that Hillsborough County, Florida is an inconvenient forum in connection with any such claim or dispute. If any provision contained in these Terms is deemed invalid or unenforceable by a court of competent jurisdiction, then the invalidity or unenforceability of such provision will not affect the validity or enforceability of the remaining provisions of these Terms, all of which will remain in full force and effect. No waiver of any provision of these Terms will be deemed a further or continuing waiver of such provision or any other provision, and PGA's failure to assert any right under these Terms will not constitute a waiver of such right. No agency, partnership, joint venture, employment, or franchise relationship is intended to be or is created by these Terms. You acknowledge and agree Sections 2-8 (inclusive) and 10-21 (inclusive) of these Terms, along with any other provisions which survive termination according to their express terms, or which may reasonably be interpreted or construed as surviving termination, will survive any termination of these Terms or any termination of your right to use the PGA Service. You may not assign these Terms, in whole or in part, or delegate any of your responsibilities under these Terms to any third party. Any such attempted assignment or delegation will not be recognized by PGA unless consented to by PGA in writing, which consent may be granted or withheld by PGA in its sole discretion. PGA may, at any time and in its sole discretion, assign these Terms,

in whole or in part, or delegate any of its rights and responsibilities under these Terms to any third party or entity.

## **22. SMS/Text Communications Consent**

By providing your mobile phone number and opting in, you consent to receive recurring automated and non-automated text messages from PGA regarding account activity, program participation, reminders, support, and promotional offers. Message frequency varies. Message and data rates may apply. Consent is not a condition of purchase. You may opt out at any time by replying STOP. For assistance, reply HELP or contact [hello@ship30for30.com](mailto:hello@ship30for30.com). PGA does not sell, rent, or share phone numbers or SMS opt-in information with third parties or affiliates for their own marketing or promotional purposes.

YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND HEREBY AND HAVE BEEN AFFORDED AN OPPORTUNITY TO SEEK THE ADVICE OF AN ATTORNEY WITH REGARD TO YOUR RIGHTS AND OBLIGATIONS UNDER THESE TERMS AND HAVE EITHER SOUGHT OR REFUSED SUCH COUNSEL.

LAST UPDATED: June 24, 2026