

LEGAL TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”) have been updated with an Effective Date of September 6, 2022.

Welcome to Topgolf Callaway Brands Corp.

Like the game of golf, we have certain rules that you must follow and terms that apply during your visit, which are detailed in these Terms below. Unless otherwise noted, these Terms apply to every website, mobile application, or other interactive feature and online service owned and operated by Topgolf Callaway Brands Corp. that post a link to or include these Terms (the “**Sites**”). **Please read these Terms carefully before beginning your tour, including the mandatory Binding Arbitration Agreement, which requires that disputes are resolved by final and binding arbitration on an individual and not a class-wide or consolidated basis.**

Most of all, have fun while you discover what our Company is all about.

WHO WE ARE:

Topgolf Callaway Brands Corp. (NYSE: MODG) is an unrivaled tech-enabled golf company delivering leading golf equipment, apparel and entertainment, with a portfolio of global brands including Topgolf, Callaway Golf, TravisMathew, Toptracer, Odyssey, OGIO, Jack Wolfskin, and World Golf Tour. When we refer to “Topgolf Callaway Brands Corp.,” “Company,” “we,” “our” or “us,” it means Topgolf Callaway Brands Corp. and its subsidiaries, affiliated companies and divisions. Topgolf Callaway Brands Corp.’s global headquarters are located at 2180 Rutherford Road, Carlsbad, California 92008, USA. The telephone number is (760) 931-1771.

ADDITIONAL TERMS:

When using particular services or features of the Sites, in addition to these Terms, a separate guidelines document, payment terms or end user license agreement may apply to your use of that product or feature or service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

CHANGES TO SITES:

Topgolf Callaway Brands Corp. reserves the right to revise these Terms at any time by updating this posting; however, any material change to these Terms after your last usage of the Sites will not be applied retroactively. We may also provide notice to you in other ways, such as through contact information you have provided. Any changes will be effective immediately upon the posting of the revised Terms unless otherwise specified. Your continued use of the Sites after the effective date of the revised Terms (or such other act as specified in the revised Terms) will constitute your consent to those changes to the fullest extent allowed by applicable law. However, the Company will provide notice and obtain your consent (which may be opt-out consent) to the new Terms if required. Note that you may need to consent to our new Terms in order to use our Sites and services.

ACCOUNT REGISTRATION AND MEMBERSHIP:

Certain areas and features of the Sites may require registration with the Company or a third party, or may otherwise ask or require you to provide information to participate. When you choose to provide information to the Sites, you agree to provide only true, accurate, current, and complete information. If you submit personal information to Topgolf Callaway Brands Corp. to register for an account with the Company or to otherwise participate in any services offered by the Company on the Sites, that

information will be governed by the Privacy Policy. If you register with us, you agree you will not sell or otherwise transfer your membership or any membership rights.

Topgolf Callaway Brands Corp. reserves the sole right (but is under no obligation) to update, modify, replace, or alter any of the Sites, in whole or in part, from time to time without any liability to you. You acknowledge that the Company may, in its sole discretion, cease to operate the Sites or features within the Sites at any time and without any liability to you.

Topgolf Callaway Brands Corp. reserves the right to modify, suspend, terminate, or restrict your use of any portion of the Sites or otherwise deny you access, in its sole discretion, at any time, and to the extent permitted by applicable law, without notice. We shall not be liable to you or to any third-party for any cancellation, termination, suspension or discontinuance of the Sites or your account. You agree that you will be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed to access and use the Sites. You also agree to comply with all rules, laws and regulations that are applicable to your use of the Sites, including, without limitation, those governing your transmission or use of any software or data.

OWNERSHIP AND LIMITATIONS ON USE OF INTELLECTUAL PROPERTY:

Unless otherwise explicitly stated, Topgolf Callaway Brands Corp. and its subsidiaries or affiliates, either own or license the trademarks used on the Sites, the products offered on the Sites, the appearance and content of the Sites, the technology used to provide the Sites, and all materials that are included in or are otherwise a part of the Sites, including past, present, and future versions, domain names, the underlying HTML, source and object code and the “look and feel” of the Sites, including text, images, audio clips, video clips, software and other content (collectively, the “**Site Content**”). Site Content is protected from unauthorized use, copying and dissemination by intellectual property laws, including copyright, trademark, patent, and other laws, rules, regulations and treaties. You must comply with all such laws. As between you and us, we retain all right, title and interest in and to the Site Content. The Company will aggressively enforce its intellectual property rights to the fullest extent of the law.

Except as provided in these Terms, Topgolf Callaway Brands Corp. prohibits the copying, redistribution, modification or public display of any Site Content without its express written permission.

Topgolf Callaway Brands Corp. claims neither ownership in, nor any affiliation with, any third-party trademarks appearing on the Sites. Such third-party trademarks are used only to identify their respective owners, and no sponsorship or endorsement on the part of the Company should be inferred from the use of these marks.

YOUR LIMITED LICENSE TO USE OF SITE CONTENT:

Topgolf Callaway Brands Corp. maintains the Sites and contents for your own use, entertainment and education. Topgolf Callaway Brands Corp. grants you a limited, personal, non-exclusive, non-commercial, revocable and non-transferable license to view and play Site Content, except as may be specifically restricted by purchase or similar requirements. The license is subject to your full compliance with the Terms.

You may view and download material displayed on the Sites for your personal, non-commercial use only, subject to the following provisions: (i) you retain all copyright, trademark and other proprietary notices contained within the materials; (ii) you may not distribute, retransmit, republish, reuse, repost, or use the contents of the Sites for public or commercial purposes, without the Company’s prior written

permission; (iii) you may not alter or interfere with the content or functioning of the Sites, or "mirror" any content contained on the Sites on any other server; (iv) you must not use the Site Content in a manner that suggests an association with Topgolf Callaway Brands Corp. or any of the Company's products, services or brands; (v) you must not copy or adapt any object code associated with the Sites or reverse engineer, modify, or attempt to discover any source code associated with the Sites, nor allow or assist any third party to do so (whether or not for your benefit); (vi) you must not use the Site Content for any use other than personal, educational, and non-commercial and will not redistribute, broadcast, or copy it to any other media; and (vii) you will not, including by use of any robot, scraper, or other data mining technology or process, frame, mask, extract data or other materials from, copy or distribute the Site Content (except as may be a result of standard search engine or Internet browser usage).

The materials at the Sites are copyrighted and any unauthorized use may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. If you breach any of these Terms, your right to use the Sites will terminate automatically.

Except as expressly detailed in these Terms, nothing contained herein shall be construed as conferring by implication, estoppel, or otherwise any license or right under any patent, trademark, copyright or other intellectual property right of Topgolf Callaway Brands Corp. or any third party.

USER CONTENT:

The Sites may provide you the ability to submit content to us or post content publicly on the Sites (including, without limitation, photographs, videos, recipes, reviews, testimonials, promotion entries, writings, pictures, data, questions, answers, comments, and suggestions) (collectively, "**User Content**").

Except as otherwise described in the posted [Privacy Policy](#) or other agreement on the Sites where you provide your User Content, you agree that your User Content will be treated as non-confidential and non-proprietary and will not be returned.

You agree that you either: (i) own the rights to the User Content you submit and the right to grant all of the rights and licenses in these Terms; or (ii) you have all necessary rights and licenses from the owner(s) of these rights to enter into these Terms and grant Topgolf Callaway Brands Corp. the license below. Upon the Company's request, you will furnish Topgolf Callaway Brands Corp. any documentation, substantiation or releases necessary to verify your compliance with these Terms.

You agree that we may, at any time, without restriction, edit, copy, publish, reproduce, translate, distribute, share, and otherwise use in any medium any User Content without your further permission. We are and shall be under no obligation (1) to pay compensation for any User Content; or (2) to respond to any User Content.

Topgolf Callaway Brands Corp. is not responsible for the substance of any User Content and such User Content does not necessarily reflect the views of Topgolf Callaway Brands Corp.. We may, but are under no obligation to, monitor, edit or remove User Content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. We may remove or refuse to post any User Content for any reason in our sole discretion.

You also acknowledge that the Internet may be subject to breaches of security and should be aware that submissions of User Content or other information may not be secure, and you should consider this before submitting any information to Topgolf Callaway Brands Corp.

You retain any ownership you have in your User Content, but you acknowledge that Topgolf Callaway Brands Corp. must have a license from you in order to accept your User Content. Accordingly, you grant to the Company a non-exclusive unrestricted, worldwide, irrevocable, perpetual, transferable and royalty-free license (but not obligation) to host, use, copy, distribute, display, perform, modify, translate, store or otherwise exploit all or any portion of your User Content for any purpose whatsoever in all formats, on or through any media, technology or device now known or hereafter developed.

You agree that Topgolf Callaway Brands Corp. is free to use any ideas or concepts contained in any User Content for any purposes whatsoever, including, without limitation, developing, manufacturing and marketing products and services, and creating informational articles, without any payment of any kind to you. You authorize the Company to publish your User Content in a searchable format that may be accessed by anyone. This may include User Content that you submit through our accounts on social media websites (e.g., Facebook, Instagram, Twitter, and Pinterest). To the fullest extent permitted, you waive any moral rights you may have in any User Content you submit, even if such User Content is altered or changed in a manner not agreeable to you.

You agree that Topgolf Callaway Brands Corp. has no obligation to monitor or enforce your intellectual property rights to your User Content but has the right to protect and enforce its and its licensees' rights to your User Content. Topgolf Callaway Brands Corp. will not have any obligation to you with regard to User Content and the Company may or may not monitor, display, or accept your User Content and may delete it at any time. You are solely responsible for any User Content you submit and its accuracy. We take no responsibility and assume no liability for any User Content posted by you or any third-party.

User Interactions and Disputes:

You are solely responsible for your interaction with other users of the Sites, whether online or offline. We are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others, when you submit or post any personal or other information, and in all other online activities.

Acceptable Use Policy: Community Rules:

When you contribute, upload or otherwise provide User Content to the Sites, you agree to comply with the following Community Rules ("**Rules**"):

- **User Content must be yours.** All User Content must be original with you, not copied from someone else's work, and you must have all rights in the User Content; OR, all persons who contributed in any way or have any rights to your User Content or otherwise appear in the User Content have given you permission to upload and distribute the User Content on the Site and elsewhere.
- **No pictures or images of anyone without permission.** If you choose to upload photos to the Sites, link to embedded videos, or include other images of real people, make sure you have their express permission to post it. If any of the people pictured are minors, you must obtain their parent or guardian's express permission to have their image and name used by us. Before obtaining their

permission and sharing the photo with us, send them a copy of or a link to these Terms. **Please see our Image Use Agreement for additional terms related to use of images you submit.**

- **Don't upload third party materials without permission.** Your User Content should not contain any visible logos, phrases or trademarks or other third party materials without permission. Do not use any User Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.
- **No access-restricted content.** Your User Content may not include content that contains restricted or password only access pages, or hidden pages or images.
- **No music.** Your User Content may not contain any music unless the work and performance is original to you and/or you have all rights to the musical work (including any performances). No jingles, sampling or otherwise.
- **Keep it relevant.** Your User Content should relate to the content on the Sites and should be intended to add to the discussion and community on the Site.
- **Please follow codes of social decency.** Express yourself with non-offensive individual self-expression. Be respectful of others' opinions and comments so we can continue to build a community for everyone to enjoy. If you think your User Content might offend someone, chances are it probably will and it doesn't belong on the Site. Cursing, flaming, harassing, stalking, posting insulting comments, personal attacks, gossip or similar actions are prohibited. Your User Content may not threaten, abuse or harm others. Your User Content may not include any negative comments that are connected to race, national origin, ethnicity, gender, sexual orientation or physical handicap or other intrinsic characteristics or that are unlawful, threatening, libelous, defamatory, slanderous, intrusive on another's privacy, harassing, abusive, vulgar, indecent, obscene, pornographic or sexually explicit or profane.
- **Do not post User Content to the Sites for commercial purposes.** Your User Content may not advertise or promote a product, service, or promotions (like contests or sweepstakes) except those provided by us on the Sites. You may not use your User Content to raise money for anyone or for a pyramid or other multi-tiered marketing scheme. You may not engage in any activities that solicit passwords or personal information from other users for commercial or unlawful purposes.
- **Do not upload User Content that is inappropriate or illegal.** You may not submit any User Content that might be harmful to minors or any others. Your User Content may not promote any illegal activity. If someone could go to jail for taking action suggested by your User Content, don't upload or post it. If you do upload or post User Content that is illegal or in violation of applicable law, we reserve the right to take action that we deem appropriate, in our sole discretion, including reporting you to the proper governmental authorities.
- **No violence.** Your User Content may not promote violence or describe how to perform a violent act.
- **Be honest and do not misrepresent yourself or your User Content.** Do not impersonate any other person, user or company or upload or post User Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company. You may not use a false e-mail address or otherwise mislead us or third-parties as to the origin of any User Content.
- **Reviews.** Any reviews you post must reflect your true and honest experience with us and our products.
- **Public forum.** We hope that you will use the Sites to exchange information and content and have discussions with other members. However, please remember that you are submitting User Content to a public forum and User Content that you post will be accessible and viewable by other users. Do not post personal information (e.g., full name, password, phone number, address, e-mail address or other personally identifiable information or contact information).

- **Don't share other people's personal information.** Your User Content may not reveal another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact, or impersonate that individual or that is extremely personal in nature.
- **Don't damage the Sites or anyone's computers.** User Content may not contain viruses, Trojan horses, spyware or any other technologies that could impact the operation of the Site or any computer system or device.

In cases where you feel threatened or believe someone else is in danger, you should contact your local law enforcement agency immediately.

Prohibited Activities and Content:

In addition to other prohibitions set forth in these Terms, the following is a partial and nonexclusive list of the kinds of activities and content that are prohibited on or through the Sites. You are prohibited from using the Sites or its content

- For any unlawful purpose;
- To solicit others to perform or participate in unlawful acts;
- To violate any international, federal, provincial/territorial or state regulations, rules, laws, or local ordinances;
- To engage in any activity that might be harmful to minors or others;
- To infringe upon or violate our intellectual property rights or the intellectual property rights of others;
- To harass, abuse, insult, harm, defame, slander, disparage, threaten, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- To submit false or misleading information;
- To transmit "junk mail" or unsolicited mass mailing or "spam";
- To upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality, security or operation of the Sites or any related websites or the Internet;
- To collect or track the personal information of others.

You agree that you will not: (a) use any robot, spider, other automatic device or manual process to monitor or copy web pages of the Sites or for any other unauthorized purpose without our prior expressed written permission; (b) use any device, software or routine to interfere or attempt to interfere with the proper working of the Sites; and (c) take any action that imposes an unreasonable or disproportionately large load on the Company's hardware and software infrastructure.

We reserve the right to terminate your use of the Sites for violating any of the prohibited uses or any other provisions of the Terms.

RESTRICTED USE FOR ACCREDITED MEDIA:

Certain pages on the Sites (collectively "**Restricted Pages**"), whether or not password protected, are designated for the exclusive use of accredited members of the media (collectively "**Authorized Media Users**"). You may not access materials nor download Site content from any of the Restricted Pages unless you are an Authorized Media User. The photographs, images, designs and other materials contained on the Restricted Pages (collectively "**Media Materials**") are provided to Authorized Media Users for non-commercial, editorial use in public media only (the "**Permitted Media Use**"), subject to the terms and conditions set forth herein. Use of the Media Materials by any other parties or for any

other purpose is strictly prohibited without the express written consent of Topgolf Callaway Brands Corp. The Company hereby grants only to Authorized Media Users a non-exclusive, revocable, limited license to use the Media Materials solely for the Permitted Media Use. Topgolf Callaway Brands Corp. reserves all rights not expressly granted. Authorized Media Users shall not (i) remove any copyright, trademark, or patent notice from any of the Media Materials; (ii) reproduce, modify, or distribute to others, any of the Media Materials downloaded from the Sites, except to carry out the provisions of the limited license granted above; (iii) sublicense or transfer the Media Materials to any third party; nor (iv) use any of the Material Materials without an appropriate acknowledgement such as “© Topgolf Callaway Brands Corp. Used by permission. All rights reserved.” Topgolf Callaway Brands Corp. retains all right, title, and interest in and to the Media Materials contained on the Sites, and all copies of the Media Materials, including all copyright and trademark rights therein. Use of any copyrights and/or trademarks owned by Topgolf Callaway Brands Corp. inures solely to the benefit of Topgolf Callaway Brands Corp. Upon notice from Topgolf Callaway Brands Corp., Authorized Media Users shall erase all versions of the Media Materials from their computers and discontinue use of such Material Materials. The Media Materials are protected under United States copyright law and other international copyright treaties and conventions. Topgolf Callaway Brands Corp. reserves the right, at any time, to withdraw permission to publish or download the Media Materials.

COMMUNICATING WITH US:

Topgolf Callaway Brands Corp. welcomes your comments. However, please do not send us any unsolicited creative ideas, original materials, or suggestions relating to products or marketing plans. You acknowledge that Topgolf Callaway Brands Corp. may be working on or developing material similar or the same in nature and that Topgolf Callaway Brands Corp. may have received similar or the same intellectual property rights from another party. Topgolf Callaway Brands Corp. shall not be responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to the Sites. Topgolf Callaway Brands Corp. owes you no obligation connected to your submissions unless you and the Company enter a written agreement to that effect. Any discussion or negotiations between you and Topgolf Callaway Brands Corp. regarding your submissions does not constitute recognition of the novelty or originality of your submission. Notwithstanding the foregoing, these Terms in no way limit your rights under the Consumer Review Fairness Act of 2017 (H.R. 5111).

Testimonials on the Sites including on the Brand Sites (described below) are unsolicited and are non-representative of all golfers, users and/or consumers. Topgolf Callaway Brands Corp. reserves the right to edit testimonials to clarify content and remove objectionable materials, among other things. Testimonials represent the viewpoints and unique experiences of individual golfers, users and/or consumers with the Company’s products and services and should not be taken as indications or guarantees of future results of other golfers, users and/or consumers using the same or similar Company products. Although most of our products are designed to provide optimal performance over a wide range of conditions, certain golfers, users and/or consumers may have a different experience or performance with the same or similar product mentioned in a testimonial. Topgolf Callaway Brands Corp. does not represent nor does it warrant that any golfer, user and/or consumer will or is likely to achieve the same or similar results as others using these products as mentioned in testimonials.

PRICING AND PRODUCT INFORMATION:

Our Company’s portfolio of global brands includes Topgolf, Callaway Golf, TravisMathew, Toptracer, Odyssey, OGIO, Jack Wolfskin, and World Golf Tour. Each of those brands has their own brand website (collectively, “**Brand Sites**”). The Brand Sites may contain pricing information on certain Company products. While we strive to provide accurate pricing and other product information, occasionally, errors

may occur. In the event that an item is listed at an incorrect price or other incorrect information, we reserve the right in our sole discretion to revoke any stated offer and to correct any errors, inaccuracies or omissions, and to change or update information (including, without limitation, information related to pricing, availability and product descriptions), at any time without notice (including, without limitation, after an order has been submitted and whether or not the order has been confirmed and your credit card charged).

In the event that your credit card has been charged for the purchase and your order is cancelled, we will issue a credit to your credit card account in the amount of the charge. You should check with your bank or credit card provider to determine when the credit will be posted to your account.

All pricing and offers are subject to change without notice. We shall not be liable to you or to any third-party for any price changes or errors. Unless otherwise stated, for users viewing the Brand Sites from the United States prices on the Brand Sites are in United States dollars.

Additional terms and conditions may apply to purchases of products or services and to specific portions or features of our Brand Sites, including contests, promotions or other similar features, all of which terms are made a part of these Terms by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of the legal age to use such products and/or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of our Brand Sites or for any product or service offered on or through the Brand Sites, the latter terms shall control with respect to your use of that portion of the Brand Sites or the specific product or service.

Topgolf Callaway Brand Corp.'s obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on our Sites should be construed to alter such agreements.

CONTESTS, SWEEPSTAKES AND OTHER INTERACTIVE TRANSACTIONS:

The Brand Sites may offer you opportunities to vote on certain matters and also to enter contests and sweepstakes or other promotions, which may be governed by a separate set of rules that describe the sweepstakes or promotion and may have eligibility requirements, such as age or geographic area restrictions. It is your responsibility to read those rules to determine whether or not your participation, registration, or entry will be valid and to determine the sponsor's requirements of you in connection with the applicable contest, sweepstakes, or other promotion. By casting a vote or entering contests or sweepstakes, you signify your agreement to all of the terms set forth on the Brand Sites applicable to the balloting, contest or sweepstakes, as well as to the terms set forth in these Terms and in our Privacy Policy. See our **Privacy Policy** for further information.

DISCLAIMER OF WARRANTY; WAIVER:

To the fullest extent permissible by applicable law, except as otherwise expressly provided in our Additional Terms, including our product warranties set forth on the applicable Brand Site, Topgolf Callaway Brands Corp. and its subsidiaries, affiliates, directors, officers, employees, agents, contractors, interns, suppliers, vendors, service providers, licensors, or other representatives of each of them (collectively, "**Company Parties**") do not make any warranties, representations, endorsements, or conditions of any kind whatsoever, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, durability, title, custom, trade, quiet enjoyment, system integration, freedom from computer virus, or non-infringement, and as to quality,

availability and subject matter of content, as to: (1) the Sites or Site Content, (2) products and services sold by the Company (except as otherwise expressly provided in our Additional Terms, including our product warranties set forth on the applicable Brand Site), (3) User Content; and/or (4) security associated with the transmission of information to the Company or via the Sites.

Although Topgolf Callaway Brands Corp. uses reasonable efforts to ensure that all software provided at the Sites is suitable for use on a wide variety of computer systems, you should take reasonable and appropriate precautions to scan for computer viruses and ensure compatibility of the software with your specific computer system. To the fullest extent permissible by applicable law, the Company Parties disclaim all warranties: (1) that the Sites will meet your requirements; (2) that the Sites or access to them will be uninterrupted, timely, secure, or free of errors or omissions; (3) that defects will be corrected; (4) that the Sites or the servers hosting them will be free of viruses, other harmful code or components; or (5) that the Sites or its content will continue to be available. You agree that from time to time we may disable the Sites for indefinite periods of time or shut down the Sites at any time, without notice to you. The Company Parties shall have no liability for any such issues.

Your access to, use of, and/or participation in the Sites, or inability to access, use, or participate, is solely at your own risk. Topgolf Callaway Brands Corp. does not represent or warrant that your use of materials displayed on the Sites will not infringe rights of third parties. Information published at the Sites may refer to products, programs or services that are not available in your country. Without limiting the foregoing, and to the fullest extent permitted by applicable law, the Sites, Site Content, and all products and services sold by the Company (except as otherwise expressly provided in our Additional Terms, including our product warranties set forth on the applicable Brand Site) are provided "AS IS", "as available," and "with all faults".

If you are dissatisfied with the Sites, your sole and exclusive remedy is to discontinue accessing and using them. By accessing or using the Sites, you represent and warrant that your activities are lawful in every jurisdiction where you access or use the Sites. The Company Parties do not warrant that your use of the Sites is lawful in any particular jurisdiction, and the Company Parties specifically disclaim such warranties.

Some jurisdictions may not allow exclusion of implied warranties, so some of the above exclusions may not apply to you.

LIMITATION OF LIABILITY; WAIVER:

To the maximum extent permitted by applicable law, you agree that under no circumstances, including negligence, shall the Company Parties be liable to you or anyone else for any injury, loss, claim, or direct, indirect, incidental, special, punitive, or consequential damages (collectively, "**Damages**") that result from the use of or inability to use the Sites, nor shall the Company Parties be responsible for any Damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond Topgolf Callaway Brand Corp.'s reasonable control, including but not limited to acts of god, communications line failure, theft, destruction, or unauthorized access to the Sites' records, programs, or services. under no circumstances, including but not limited to a negligent act, will the Company Parties be liable for any Damages of any kind that result from the use of, or the inability to use, the Sites, even if the Company Parties have been advised of the possibility of such damages. In no event will the Company Parties total liability to you for all damages, losses or causes or actions exceed the amount paid by you, if any, to Topgolf Callaway Brands Corp. for a product or service ordered through the Sites or, in the event there has been no amounts paid, the amount of ten United States

dollars (\$10.00). The prior limitation on damages is not intended to limit the Company Parties' obligation to pay prevailing party costs or fees if recoverable pursuant to applicable law. The limitations set forth in this section will not limit or exclude the Company Parties' liability for personal injury or property damage caused by the Company Parties, or for the Company Parties' gross negligence, fraud or intentional, willful, malicious or reckless misconduct.

By using the Sites, you hereby release the Company Parties from any and all claims, damages or losses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, that you may have against them arising out of or in any way relating to the Sites.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental, consequential, or other damages; as a result, the above limitation or exclusion may not apply to you, and the foregoing paragraph shall not apply to a resident of New Jersey to the extent damages to such New Jersey resident are the result of the Company's negligent, fraudulent or reckless act(s) or intentional misconduct.

By accessing the Sites, you understand that you may be waiving rights with respect to claims that are at this time unknown or unsuspected, and in accordance with such waiver, you acknowledge that you have read and understand, and expressly waive, the benefits of section 1542 of the Civil Code of California, and any similar law of any state or territory which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

INDEMNIFICATION:

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold the Company Parties harmless from and against any and all claims, demands, costs, investigations, liabilities, judgments, settlements and expenses, including reasonable attorneys' fees, made by any third party, due to or, directly or indirectly, arising out of or directly or indirectly related to: (A) your User Content; (B) your use of the Sites or activities in connection with the Sites; (C) your breach of these Terms or the documents they incorporate by reference or anticipatory breach; (D) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; (E) information or material transmitted through your computer, even if not submitted by you, that infringes, violates or misappropriates any copyright, trademark, moral or artist rights, trade secret, trade dress, patent, publicity, privacy or other rights of any person or similar matter; (F) any misrepresentation made by you; or (G) the Company Parties' use of your information as permitted under these Terms, the Privacy Policy, or any other written agreement between you and Topgolf Callaway Brands Corp. The Company Parties reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of a duly authorized employee of the Company Parties.

TERMINATION:

If you violate any of these Terms, your authorization to use the Sites automatically terminates and you must immediately destroy any downloaded or printed Site Content. We reserve the right to immediately terminate your access to or registration on the Sites, remove material from the Sites, take other remedial actions, and seek any remedies permitted by law. The obligation and liabilities of the parties prior to termination shall survive the termination of this agreement for all purposes.

We also reserve the right to investigate suspected violations of these Terms, including, without limitation, any violation arising out of any emails you send to the Sites or us. Any violation of these Terms may be referred to law enforcement authorities. We will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION:

The Sites have been developed by Topgolf Callaway Brands Corp. to provide you with information about the Company's profile, products and services. The information on the Sites may become out of date over time.

From time to time, the Sites may feature golf tips, practice pointers, fitting information and instructional videos (collectively, the "**Instructional Information**") from a variety of sources. You are solely responsible for the proper use of the Instructional Information. Topgolf Callaway Brands Corp. is not responsible for any physical, emotional or property damages resulting from the use or misuse of such Instructional Information, nor is the Company responsible for the accuracy, reliability, effectiveness or correct use of any Instructional Information that you receive on the Sites. You should consult with your physician or other health care professional before beginning any type of exercise or training program or other physical activity.

We are not responsible if information made available on the Sites is not accurate, complete, or correct.

THIRD PARTY LINKS:

The Sites may from time to time display links to other third party websites or resources as a convenience to you. Topgolf Callaway Brands Corp. is not responsible or liable for, and does not endorse, the content or operation of such third-party websites, including but not limited to the advertising, products or other materials on or available from such websites or resources. Various third-party websites may provide links to the Sites. We have not reviewed any or all of the third-party websites linked to the Sites. We are not responsible for the content of any off-site pages or any other websites linked to the Sites.

Your linking to the Sites, off-site pages or other websites is at your own risk. Note: Anyone linking to Topgolf Callaway Brands Corp. Sites must comply all applicable law and with the Link Guidelines for linking to the Sites.

When you purchase our Company's products through a third-party store, your billing relationship will be with the third party and additional terms imposed by the third party may apply to your purchase.

Neither the Company Parties nor their service providers are responsible for the practices of any third parties. Your correspondence and business dealings with third parties found through the Sites, including, without limitation, the payment and delivery of products and services, and any terms, conditions, warranties and representations associated with any such dealings, are solely between you and the third party. You acknowledge and agree that the Company Parties are not liable for any loss or damage which may be incurred by you as a result of your interaction with any third party.

SOCIAL DISTRIBUTION:

Topgolf Callaway Brands Corp. may allow you – but only through express written permission – to engage in certain personal uses of Site Content that include the ability to share Site Content with others ("**Social Distribution**"). For example, the Sites may allow you to send Site Content to friends, display Site

Content on your personal web site or post Site Content on a third-party web site. You understand that only Topgolf Callaway Brands Corp. can make claims, promises or statements on behalf of Topgolf Callaway Brands Corp. about its products and services and you agree not to do so. You also agree that you will not imply that you and Topgolf Callaway Brands Corp. are affiliated in any way or that Topgolf Callaway Brands Corp. approves of your comments. We reserve the right to revoke our permission for Social Distribution at any time and for any reason and you agree to immediately cease Social Distribution upon notice of revocation and to comply with any terms we post in connection the Social Distribution of Site Content.

NOTICE TO THIRD PARTY SITES: Any Site Content made available in connection with your web page, social networking site, or otherwise, third party widgets or otherwise is our exclusive property and no grant of any intellectual property rights is made by us. We retain the right to demand that you cease any use of our Site Content upon notice.

COPYRIGHT NOTICES:

Except as provided in these Terms, content on the Sites may not be reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Topgolf Callaway Brands Corp. or the copyright owner. If you are an owner of intellectual property who believes your intellectual property has been improperly posted or distributed via the Sites, please notify the Company as described below.

Reporting Claims of Copyright and Other Intellectual Property Infringement:

You may not use the Sites for any purpose or in any manner that infringes the rights of any third party. Topgolf Callaway Brands Corp. encourages you to report any content on the Sites that you believe infringes your rights. Only the intellectual property rights owner or person authorized to act on behalf of the owner can report potentially infringing content. It is our policy to expeditiously respond to clear, legally valid notices of copyright infringement that comply with the criteria established by Section 512(c)(3) of the Digital Millennium Copyright Act (“**DMCA**”).

It is also our policy, in appropriate circumstances, to disable and/or terminate the accounts of users who are repeat infringers.

If you believe any materials on the Sites infringe your copyright, you may submit a notification by providing Topgolf Callaway Brands Corp.’s Designated Copyright Agent with the following information in writing or via email:

1. Your physical or electronic signature.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on the Sites the material you claim is infringing may be found, sufficient for the Company to locate the material (e.g., the URL).
4. Your name, address, phone number and email address (if any).
5. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in your notice is accurate and, UNDER PENALTY OF PERJURY, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our designated copyright agent to receive DMCA Notices is:

Law Department
Topgolf Callaway Brands Corp.
2180 Rutherford Road
Carlsbad, CA 92008
Phone: 760-931-1771
Email: claiminfringement@callawaygolf.com

Other Intellectual Property. If you believe that any content on the Sites violate your exclusive rights other than copyrights, please provide Topgolf Callaway Brands Corp. at least the following information: (a) your physical or electronic signature; (b) identification of the material that you claim is infringing your exclusive rights and information reasonably sufficient to permit us to locate the material; (c) an explanation of the exclusive rights that you own/have and why the you believe the content infringes those rights, sufficient for us to evaluate the complaint; and (d) accurate contact information for you. Please send your complaint regarding content on the Sites to: claiminfringement@callawaygolf.com.

We suggest that you consult your legal advisor before filing a notice with our copyright agent, because there may be penalties for false claims.

We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers. It is often difficult to determine if your intellectual property rights have been violated or if the DMCA requirements have been met. We may request additional information before we remove any infringing material. If we request additional information necessary to make your DMCA notice complete, please provide that information promptly. If you fail to comply, your DMCA notice may not be processed further. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

A copy your notice, including any contact information provided, may be provided to third parties, including the complainant or the user who posted the content being reported.

TRADEMARKS:

The trademarks, service marks and logos (“**Trademarks**”) used and displayed on the Sites are registered and unregistered Trademarks of Topgolf Callaway Brands Corp. and others. Nothing on the Sites should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Sites, without the written permission of the Trademark owner. Topgolf Callaway Brands Corp. aggressively enforces its intellectual property rights to the fullest extent of the law. A list of U.S. Trademarks owned by Topgolf Callaway Brands Corp. follows. Any questions concerning the use of these Trademarks or whether a Trademark that does not appear on this list is a Trademark of Topgolf Callaway Brands Corp. should be referred to the Company’s Law Department at (760) 931-1771.

TRADEMARKS:

The following marks and phrases, among others, are trademarks of the Company: Alpha Convoy, Apex, Apex DCB, Apex TCB, Apex Tour, Apex UW, APW, Arm Lock, Backstryke, Big Bertha, Big Bertha B21, Big Bertha REVA, Big T, Bird of Prey, Black Series, Bounty Hunter, C Grind, Callaway, Callaway Capital, Callaway Golf, Callaway Media Productions, Callaway Super Hybrid, Callaway X, Capital, Chev, Chev 18, Chevron Device, Chrome Soft, Chrome Soft X, Cirrus, Comfort Tech, CUATER, Cuater C logo, Cup 360, CXR, 360 Face Cup, Dawn Patrol, Demonstrably Superior And Pleasingly Different, Divine, Double Wide, Eagle, Engage, Epic, Epic Flash, Epic Max, Epic Max LS, Epic Speed, ERC, ERC Soft, Everyone's Game, Exo, Cage, Fast Tech Mantle, Flash Face Technology, Flash Face SS21, FT Optiforce, FT Performance, FT Tour, Fusion, Fusion Zero, GBB, GBB Epic, Gems, Golf Fusion, Gravity Core, Great Big Bertha, Great Big Bertha Epic, Grom, Groove- In- Groove Technology, Heavenwood, Hersatility, Hex Aerodynamics, Hex Chrome, HX, Hyper Dry, Hyper-Lite, Hyper Speed Face, I.D. Ball, Jack Wolfskin, Jailbird, Jailbreak, Jailbreak AI Speed Frame, Jailbreak AI Velocity Blades, JAWS MD5, Jewel Jam, Kings of Distance, Legacy, Life On Tour, Longer From Everywhere, Luxe, Mack Daddy, Magna, Majestic, MarXman, Mavrik, MD3 Milled, MD4 Tactical, MD5, MD 5 Jaws, Metal-X, Microhinge Face Insert, Microhinge Star, Mission:Ambition, Nanuk, Niplt, Number One Putter in Golf, O OGIO, O Works, Odyssey, Odyssey Works, Offset Groove in Groove, Ogio, OGIO AERO, OGIO ALPHA, OGIO ARORA, OGIO CLUB, OGIO FORGE, OGIO ME, OGIO RENEGADE, OGIO SAVAGE, OGIO SHADOW, OGIO XIX, Opti Flex, Opti Grip, Opti Shield, OptiFit, Opti Vent, ORG 7, ORG 14, ORG 15, Paw Print, PRESTIGE 7, ProType, ·R·, Red Ball, R-Moto, Renegade, Rig 9800, Rossie, RSX, S2H2, Sabertooth, Shredder, Silencer, SLED, Slice Stopper, SoftFast, Solaire, Speed Regime, Speed Step, Steelhead XR, Steelhead, Strata, Stroke Lab, Stronomic, Sub Zero, Superhot, Supersoft, SureOut, Swing Suite, Tee Time Adventures, TM, Tank, Tank Cruiser, Tech Series, Teron, Texapore, TMCA, Toe Up, TopChallenge, TopChip , TopContender, TopDrive, TopGolf, TopGolf Crush, Topgolf Entertainment Group, TopGolf Media, Topgolf Shield Logo, TopLife, TopPressure, TopScore, TopScramble, TopShot, TopTracer, TopTracer Range, Toulon, Toulon Garage, Tour Authentic, Tour Tested, Trade In! Trade Up!, TRAVISMATHEW, TravisMathew TM logo, Trionomer Cover, Truvis, Truvis Pattern, Tyro, udesign, Uptown, Versa, VFT, W Grind, Warbird, Weather Series, Wedgeducation, WGT, White Hot, White Hot OG, White Hot Tour, White Ice, World's Friendliest, X-12, X-14, X-16, X-18, X-20, X-22, X-24, XACT, X Face VFT, X Hot, X Hot Pro, X² Hot, X Series, X Tech, XR, XR 16, XSPANN, Xtra Traction Technology, Xtra Width Technology, XTT, 2-Ball.

AVAILABILITY OF PRODUCTS AND SERVICES:

Availability of products on the Brand Sites are subject to change without notice. Many of the products displayed on the Brand Sites may be found at authorized Company Retail Locations near you, while supplies last. Please connect to our Retail Locator on the applicable Brand Site to find the authorized retail location nearest you.

We have made reasonable efforts to display accurate images of the products found on the Sites; however, we cannot guarantee that your computer monitor's display of any images will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on the Sites is void where prohibited.

Full use of certain products and services, including remote access and mobile notifications, is dependent on, among other things, the transmission of data through your WiFi network, enabled wireless device (such as a phone or tablet), Internet access, and use of a device with compatible software. The functionality of your device may influence performance of the Sites and our products and services, and it is your responsibility to ensure your device's functionality and compatibility with our Sites. You are responsible for all Internet access charges. Please check with your Internet provider for information on possible Internet data usage charges.

Except as otherwise expressly provided in our Additional Terms, including our product warranties set forth on the applicable Brand Site, we do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Sites will be corrected. Please read Disclaimer of Warranties; Waiver.

ACCURACY OF BILLING AND ACCOUNT INFORMATION:

We reserve the right to refuse any order or any part of any order you place with us on our Brand Sites. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors. Further, we reserve the right to verify the validity of all orders and cancel any order if we find evidence of fraud, tampering and/or any other violation of these Terms. We reserve the right, in our sole and absolute discretion, to require proof of identity (in a form acceptable to us): (i) for the purposes of verifying the legitimacy of any order and/or other information; and/or (ii) for any other reason we deem necessary, in our sole and absolute discretion, for the purposes of fulfilling an order in accordance with our interpretation of the terms and conditions of these Terms.

You agree to provide current, complete and accurate purchase and account information for all purchases made at the Brand Sites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

E-COMMERCE:

Sales transactions on the Brand Sites are subject to these Terms and the specific terms and conditions set forth on the applicable Brand Sites. You agree to pay all applicable fees and taxes. Applicable tax will also be applied to the shipping and handling, return shipping and other charges. Taxes may depend on delivery location. You will be billed for your order at the time your order is placed. We may use one or more third parties to process your payment information when you make a purchase on the Brand Sites. The payment processor may depend on the payment method you select. Additional terms and conditions imposed by the third party processor may apply.

MOBILE FEATURES:

The Sites may offer features that are available to you via your mobile phone or other mobile device. These features may include the ability to connect your Company product to a Company or third-party application, access content and features, or otherwise access features of the Sites (collectively, "**Mobile**

Features”). We may serve you some or all of our Mobile Features through an application that is owned and operated by a third-party developer. Message and data rates and other carrier fees may apply. Fees and charges will appear on your mobile device bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Please contact your carrier with questions regarding these issues. As applicable, instructions regarding how to opt-out of Mobile Features will be disclosed in connection with Mobile Features. For example, the instructions may require you to text a keyword (e.g. “STOP”) to the applicable short code for the Mobile Feature.

You agree that the Mobile Features for which you are registered may send communications to your mobile device regarding the Company or other parties. Further, we may collect information related to your use of the Mobile Features as described in our Privacy Policy. If you have registered for Mobile Features, you agree to notify us of any changes to your mobile number and update your account(s) on the applicable Sites to reflect this change.

LOCATION OF THE SITES AND TERRITORIAL RESTRICTIONS:

Except as otherwise set forth on a Brand Site, Topgolf Callaway Brands Corp. controls and operates the Sites from its headquarters in Carlsbad, California, United States of America. The information provided on the Sites are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or would subject the Company to any registration requirement within such jurisdiction or country. Topgolf Callaway Brand Corp. makes no representation that these materials are appropriate for use in other locations. We reserve the right to limit the availability of the Sites or any portion of the Sites to any person, geographic area, or jurisdiction, at any time and in our sole discretion. If you use the Sites from other locations you are responsible for compliance with applicable local laws.

Software related to or made available by the Sites may be subject to United States export controls. Thus, no software from the Sites may be downloaded, exported or re-exported: (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods or that has been designated by the U.S. government as “terrorist supporting”; or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Table of Deny Orders, or (c) to any country or individual in a manner prohibited under the export control laws of the United States or Canada. By downloading any software related to the Sites, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list.

GOVERNING LAW:

Except as otherwise provided in the Binding Arbitration Agreement, these Terms and your use of the Sites will be governed by the laws of the State of California, as applied to contracts entered into between California residents and performed in California. Any disputes arising out of these Terms or your use of the Sites not subject to Binding Arbitration will be heard only in the state or federal courts located in San Diego County, California, USA, and you hereby consent and submit to the personal jurisdiction of such courts.

BINDING ARBITRATION AGREEMENT:

As part of these Terms of Use, you and Topgolf Callaway Brands Corp. each agree as follows (the “**Arbitration Agreement**”).

You agree that any dispute or controversy or claim arising out of or relating to the Sites, use of the Sites, and/or these Terms (including, without limitation, the arbitrability of any claim or controversy) shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for you), or at such other location as may be mutually agreed upon by the parties, in accordance with the applicable procedural rules set forth in the then prevailing Comprehensive Arbitration Rules and Procedures of JAMS (“**JAMS Rules and Procedures**”), and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The JAMS Rules and Procedures are available at www.jamsadr.com or by calling (800) 352-5267. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Alternatively, you may assert your claims in small claims court in accordance with the terms of this Agreement if your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. If you initiate arbitration against Topgolf Callaway Brands Corp., you will not be responsible for professional fees for the arbitrator’s services or any other JAMS fees. In the event that the claimant is able to demonstrate that the costs of arbitration will be cost-prohibitive or greater than the costs of litigation, Topgolf Callaway Brands Corp. will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive or more expensive than the cost of litigation. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Topgolf Callaway Brands Corp. shall be entitled to arbitrate their dispute.

The arbitration of disputes pursuant to this paragraph shall be in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

You and Topgolf Callaway Brands Corp. agree that, in the event that there are fifty (50) or more individual requests for arbitration of a similar nature filed against Topgolf Callaway Brands Corp. within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty (20) matters, plus a remainder group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a “**Batch Arbitration**”). You and Topgolf Callaway Brands agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a “similar nature” if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single

arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

You agree that any claim or controversy you may have arising out of, or relating to, your use of the Sites must be initiated via arbitration as detailed in this section within the applicable statute of limitations for that claim or controversy, or it will be forever barred. Likewise, you agree that all applicable statutes of limitation will apply in such arbitration in the same manner as those statutes of limitation would apply in a court of competent jurisdiction in the U.S.

By agreeing to the arbitration of disputes as set forth herein, you agree that you are limiting certain rights, including without limitation, waiving your right to maintain a court action, the right to a jury trial, the right to participate in any form of class or representative claim, the right to engage in discovery except as provided in the JAMS rules and these dispute resolution terms, and the right to certain remedies and forms of relief, including limiting your right to appeal; provided that nothing herein will restrain a California resident's right, if any, to seek public injunctive relief as permitted by law. Other rights that you would have in court also may not be available in arbitration.

Do not use the Sites if you do not agree to the foregoing binding arbitration provisions.

INTERPRETATION:

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions. These Terms (and the links contained herein) state the entire agreement between the parties relating to use of the Sites. The Terms may not be amended except as provided above.

FORWARD-LOOKING STATEMENTS:

Statements contained on the Sites regarding Topgolf Callaway Brand Corp.'s business which are not historical facts are "forward-looking statements" that are based upon information and expectations at the time they were first made or posted. Actual results may differ materially as a result of certain risks and uncertainties. For details concerning these and other risks and uncertainties see "Management's Discussion and Analysis of Financial Condition and Results of Operations - Certain Factors Affecting Topgolf Callaway Brands Corp." contained in the Company's most recent financial report (e.g. 10-K or 10-Q) filed with the Securities and Exchange Commission. Readers are cautioned not to place undue reliance on such statements which speak only as of the date first made or posted. The Company undertakes no obligation to republish revised forward-looking statements to reflect the occurrence of unanticipated events or circumstances that effect such statements.

MISCELLANEOUS:

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms or to exercise any right under the Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect. Neither the course of conduct between the parties nor trade practice will act to modify these Terms.

If any provision of these Terms shall be unlawful, void or unenforceable for any reason, then any such provision shall be deemed severable to the extent that it is lawful, void or unenforceable, but shall not

affect the validity or enforceability of the remaining provisions to the fullest extent permitted by applicable law.

If a court or other decision-maker should determine that any provisions of these Terms is overbroad, unfair or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable. The Section titles are inserted only as a matter of convenience and have no legal or contractual effect.

We may assign our rights and obligations under these Terms to any party at any time without any notice to you and upon such assignment we may be relieved of any further obligation hereunder. Terms may not be assigned by you without Topgolf Callaway Brand Corp.'s prior written consent. You represent to us that you have the authority to register with the Sites according to these Terms.

Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party. No amendment to or modification of these Terms, or action, or delay, will be binding unless in writing and signed by a director or officer of Topgolf Callaway Brands Corp. Provisions of these Terms that would logically survive termination shall survive the termination of these Terms for any reason (including without limitation, Disclaimer of Warranties; Waiver, Limitation of Liability; Waiver and Arbitration).

These Terms and any Additional Terms constitute the entire understanding between the parties as to subject matter hereof, and supersede all prior agreements and understandings.

Special Terms for Apple iOS Users:

Notwithstanding any other provision within these Terms, the following additional terms are applicable to those using any Topgolf Callaway Brands Corp. application on an Apple iOS device: You understand that these Terms are between you and Topgolf Callaway Brands Corp. only and not Apple, Inc. (“**Apple**”) and that Topgolf Callaway Brands Corp. (or the third party developer that may own and operate the Mobile Features) are responsible for the Mobile Features and the content thereof, but that Apple and its subsidiaries are third-party beneficiaries of these Terms and have the right to enforce them against you. You understand that, should the Mobile Features fail to conform to any applicable warranty not disclaimed above, you may notify Apple and Apple will refund the purchase price (if any), but that Apple has no maintenance, support, or (to the maximum extent permitted by applicable law) other warranty obligations to you with regard to the Mobile Features. Apple is not responsible for any product liability claims or claims that the Mobile Features or your use thereof fails to conform to any applicable legal or regulatory requirement or infringes a third party’s intellectual property rights, including but not limited to: (i) product liability claims; (ii) any claim that the Mobile Features fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation. You understand that, in the event of any third party claim that the Mobile Features or your possession and use of the Mobile Features infringe a third party’s intellectual property rights, Topgolf Callaway Brands Corp., not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. You understand that you must comply with any applicable third party terms of agreement when using the Mobile Features. If you have any questions or concerns regarding the Mobile Features, please contact Topgolf Callaway Brands Corp. as described below.

Contact Us:

If you have any questions or concerns about the Terms, call us at 760-931-1771 or write to us at Topgolf Callaway Brands Corp., c/o Law Department, 2180 Rutherford Road, Carlsbad, CA 92008.

LINKING GUIDELINES

If you would like to link to a Topgolf Callaway Brands Corp. website, please read and comply with the following guidelines:

A site that links to the Topgolf Callaway Brands Corp. website:

- May link to, but not replicate, website content.
- May link only to the home page. (The directory/link names for pages other than the home page may change from time to time without notice and the linking party is responsible for maintaining the link.)
- May display the Topgolf Callaway Brands Corp. content in a separate browser window, but should not create a border environment around our website content or launch our website in a frame within the linking party's content.
- Should not imply that Topgolf Callaway Brands Corp. or any of its subsidiaries, divisions, affiliates, employees or associates are endorsing it or its products.
- Should not misrepresent its relationship with Topgolf Callaway Brands Corp.
- Should not present false information about any products or services of Topgolf Callaway Brands Corp.
- Should not use any Topgolf Callaway Brands Corp. logos or trademarks without permission.
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups

TESTIMONIAL DISCLAIMER

Topgolf Callaway Brands Corp. (NYSE: MODG) is an unrivaled tech-enabled golf company delivering leading golf equipment, apparel and entertainment, with a portfolio of global brands including Topgolf, Callaway Golf, TravisMathew, Toptracer, Odyssey, OGIO, Jack Wolfskin, and World Golf Tour (“WGT”). When golfers, industry experts and fans take note of our successes, we appreciate it, and we sometimes show our appreciation by posting or linking to a positive review, article, blog or video on one of our company websites (“Company Site”). Please keep the reviews and praises coming, and you may see a post or a link to your article or video on our Company Site!

In the interest of full disclosure, and because our competitors sometimes take issue with third party promotion of our products, we are posting this notice to inform you that some of the individuals whose reviews, articles, blogs or videos we have posted or linked to may have an ongoing business relationship with Topgolf Callaway Brands Corp. or one of our divisions or subsidiaries which allows them to receive free products, discounts, promotional support, or other indirect or direct financial incentives. Although such discounts and other support are not unusual in the golf industry, the compensation received may or may not influence the content of the items posted or linked to on our Company. Similarly, that content may not always be identified as paid or sponsored content at its source.

We have posted this notice to advise our customers and supporters about their legal disclosure requirements, but if you believe that someone may not be in compliance, please send us an email at notice@callawaygolf.com. Of course, not all of the content that we post or link to is from a customer or other supporter of Topgolf Callaway Brands Corp. And we believe that all of the views and opinions expressed on the posts and many of the linked pages are the unbiased and honest opinions, findings and experiences of golfers who enjoy using our products, or we would not post or link them. In every case, however, we believe the performance of our products speaks for itself, and we hope you’ll give them a try!

WAIVER OF RIGHTS

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Thanks again and please email us at webmaster@callawaygolf.com if you have any questions.

PATENTS

Callaway Golf believes that investing in the best research and design in the business leads to the development of superior products. The Company spends tens of millions of dollars on research and design every year, and our patents represent that investment. Callaway Golf typically files more than 100 U.S. patent applications per year. In our 30-year history, we have established what we believe is one of the largest patent portfolios in golf. A patent portfolio that consists of more than 1,200 U.S. patents—all part of our commitment to protect the innovations that set us apart in the golf industry.

In accordance with Section 287(a) of Title 35 of the United States Code, the reader is hereby placed on notice of the Company's rights in the United States Patents listed on this site and associated with the following products.

Patents related to older products may be viewed [here](#).

Woods:

Big Bertha Beta Driver

- D786,993
- D726,856

Big Bertha Fusion Driver

- D773,577
- D813,327

GBB Epic Driver

- D697,156
- D813,328
- D813,331
- D813,332
- D813,333
- 9,174,097
- 9,908,017

GBB Epic SZ Driver

- D813,329
- D813,330

GBB Epic and Epic SZ Drivers

- 9,682,295

- 9,687,702
- 9,694,257
- 9,776,058
- D791,258
- D792,540

Rogue Drivers

- 9,174,097
- 9,687,702
- 9,694,257
- 9,776,258
- 9,908,017

XR 16 Driver

- D773,577
- D805,149

XR 16 Pro Driver

- D773,577

Big Bertha Beta Fairway Woods

- D786,992

GBB Epic Fairway Woods

- D697,156
- D812,702
- 9,174,097

GBB Epic SZ Fairway Woods

- D812,703

Rogue Fairway Woods

- 9,855,476

XR 16 Fairway Woods

- D767,067

1 Gram Weight Screw

- 8,753,227

Hybrids:

Apex Hybrids

- 7,144,333
- 8,414,420
- D763,983

Big Bertha Beta Hybrids

- D786,991

Big Bertha OS Hybrids

- D788,239

Epic Hybrids

- D812,168

Wedges:

Mack Daddy PM-Grind Wedges

- D751,660
- D767,057

MD3 Milled Wedges

- D765,809

Optifit:

Optifit Hosel Assembly

- 9,174,097

Putters:

Odyssey Toe Up #1

- D784,468

White Hot RX #7 Putter

- D769,385

X-Act Tank Chipper

- D790,641

Microhinge Insert Technology

- 9,776,051
- D800,857

Toulon Design Putter

- D802,073

Toulon Indianapolis Putter

- D809,616

Irons:

Apex Irons

- D715,880
- D737,390
- D764,612

Apex Muscleback Irons

- D716,391

Apex Pro Irons

- D715,881
- D736,878
- D763,999

Apex Utility Irons

- D719,627

Big Bertha Beta Irons

- D786,990

Big Bertha OS Irons

- D788,238

Epic Irons

- D812,169

Steelhead XR Irons

- D805,150

XR Irons

- 7,144,333
- D776,772

Golf Balls:

All Golf Balls

- 6,979,272
- 7,198,577
- D449,358

Chrome Soft (3-Piece)

- 9,278,260
- 9,320,943

Accessories:

Aqua Dry Trolley Bag, X Series Staff Trolley Bag, Org Sport Trolley Bag, Euro Chev Luxury Trolley Bag, Euro Chev Org Trolley Bag, Aqua Dry 4-Way Tri-Brid Stand Bag

- D686,822

EyeFit

- D702,788

Org 14 Cart Bag

- D742,119

XSpann Golf Glove

- D693,063
- D706,993
- D738,047

PATENTS ARCHIVE

In accordance with Section 287(a) of Title 35 of the United States Code, the reader is hereby placed on notice of the Company's rights in the United States Patents listed on this site and associated with the following products.

Woods:

Big Bertha Alpha 815 Driver

- 8,702,534
- 8,727,911
- 8,834,294
- D697,156
- D737,388

Big Bertha Alpha 816 Driver

- D763,997

Big Bertha Alpha Driver

- 8,702,534
- 8,727,911
- 8,834,294
- D697,156
- D714,894

Big Bertha Driver

- 8,696,491
- D697,156
- D714,409
- D733,239

Big Bertha Mini Driver

- D763,994

Big Bertha V Series Driver

- D697,156

- D733,824

Diablo Edge Driver

- D606,145

Diablo Octane Driver

- 7,137,907
- 7,144,333
- 7,255,654
- D637,670
- D652,880
- *Additional patent applications pending*

Great Big Bertha Driver

- D763,995
- D764,613

Legacy Black Driver

- D641,269
- D710,472
- D711,994

Legacy Driver

- D663,370

Optiforce Driver

- D694,351
- D697,156

RAZR Fit Driver

- 7,137,907
- D656,211
- D682,378
- D682,965
- *Additional patent applications pending*

RAZR Fit Tour Authentic Driver

- D682,965

- *Additional patent applications pending*

RAZR Fit Xtreme Driver

- 8,403,770
- 8,257,196
- 7,137,907
- D682,378
- D681,757
- D682,965
- *Additional patent applications pending*

RAZR Hawk Driver

- 6,602,149
- 6,676,536
- 6,739,982
- 7,137,907
- 7,144,333
- 7,255,654
- 7,491,134
- 7,497,787
- D637671
- *Additional patent applications pending*

RAZR X Black Driver

- 7,137,907
- 7,144,333
- 7,255,654
- D647,584
- *Additional patent applications pending*

X24 Driver

- D673,232

X2 Hot Driver

- D697,156

X Hot Driver

- 8,403,770
- 7,137,907
- D682,378

- D682,965
- D686,290
- *Additional patent applications pending*

XR Driver

- D697,156
- D738,975

XR Pro Driver

- D697,156

Big Bertha Alpha 815 Fairway Woods

- D697,156

Big Bertha Alpha 816 Fairway Woods

- 8,257,195 (3W)
- 8,328,661
- 8,425,346
- D763,998

Big Bertha Fairway Woods

- D697,156
- D714,410

Costco Xtreme 11-Piece Golf Set

- D714,895
- D714,896
- D715,390

Diablo Octane Fairway Wood

- D641,818

Great Big Bertha Fairway Woods

- 8,257,195 (3W, 5W, HW)
- 8,328,661
- 8,425,346
- 7,144,333
- D763,996

Legacy Black Fairway Wood

- D651,270

Optiforce Fairway Woods

- D696,369

RAZR Fit Fairway Wood

- D656,570

RAZR Fit Xtreme Fairway Woods

- 8,403,770
- D682,378
- D682,965
- D686,291
- *Additional patent applications pending*

RAZR X Black Fairway Wood

- D656,210

X Hot Fairway Woods

- 8,425,346
- D686,681
- D694,844
- *Additional patent applications pending*

X Hot Pro Fairway Woods

- 8,425,346
- 8,328,661
- 8,257,195
- *Additional patent applications pending*

XR Fairway Woods

- 7,144,333
- 8,257,195 (3W, 4W)
- 8,328,661
- 8,425,346
- D738,976

Putters:

Backstryke 2-Ball Putter

- D630,690

Backstryke Blade Putter

- D623,251

Backstryke D.A.R.T. Putter

- D641,814

Big T V-Line Putter

- D736,876

D.A.R.T. Putters

- 8,480,504
- 8,517,852
- 8,550,931
- 8,696,483
- 9,095,759

D.A.R.T. White Ice Blade Putter

- D625,764

D.A.R.T. White Ice Mallet Putter

- D623,710

Flip Face #1 Putter

- D650,454

Flip Face #5 Putter

- D650,457

Flip Face iX #1 Putter

- D652,465

Flip Face iX #5 Putter

- D652,092

Highway 101 #5

- D759,173

Highway 101 #7

- D759,177

Lucky 777 Putter

- D756,476

Metal X Putters

- 8,684,860
- 8,696,492
- D672,418

Odyssey Works 2-Ball Putter

- D704,287

Odyssey Works Versa Rossie I Putter

- D720,022

Prototype Tour 2-Ball

- D650,459

Prototype Tour #3 Putter

- D650,456

Prototype Tour #6 Putter

- D650,453

Prototype Tour #7 Putter

- D650,458

Tank #7 Putters

- D704,782
- D731,605

Versa #1 Putter

- D691,225

Versa #1 Wide Putter

- D688,339

Versa #7 Putter

- D691,226

Versa #9 Putter

- D691,681

Versa 330 Mallet

- D688,762

Versa 90 2-Ball Putter

- D688,340

Versa 90 #7 Putter

- D688,341

Versa 90 Sabertooth Putter

- D719,622

Versa Jailbird Putter

- D699,308

Versa ProType #6

- D688,761

White Ice 2-Ball Putter

- D619,665

White Ice Sabertooth

- D577,398
- D591,371

Irons:

Big Bertha Alpha 815 Hybrids

- 7,144,333
- 8,414,420

Big Bertha Hybrids

- 8,414,420

Legacy Black Hybrids

- D710,471

Legacy Hybrids

- D663,371
- D669,547

RAZR XL Hybrids

- D652,094

XR Hybrids

- 7,144,333
- 8,414,420

Apex Black Irons

- D764,612

Big Bertha Iron

- D725,732

Legacy Black Irons

- D652,093
- D710,961

Legacy Irons

- D669,947

RAZR Irons

- D663,369

RAZR X Irons

- D633,159
- D643,488

X2 Hot Irons

- D716,390
- D737,391

X2 Hot Pro Irons

- D716,389
- D737,389

Xtreme Irons

- D736,330

X Utility Prototype Irons

- D684,644

Wedges:

Mack Daddy 2 Wedge

- D764,000

Golf Balls:

HEX Black Tour, HEX Chrome+, HEX Chrome, HEX Hot, HEX Hot Pro, HEX Diablo, HEX Solaire, HEX Warbird, HEX Control, HEX Pro, HEX Pro Yellow, CXR Power, CXR Control, Warbird 3.0, Warbird 2.0

- 6,979,272
- 7,198,577
- D449,358

Speed Regime 3

- 8,696,494

Upro:

upro mx, upro mx+

- 8,070,629
- 8,070,628
- 7,922,606
- 7,942,762

Accessories:

Big Bertha Alpha Head Cover

- D715,389
- D735,285