

GOLFLER HOLDINGS CORPORATION – TERMS OF USE

Effective: July 5, 2015

1. GENERAL. The following Terms of Use and Privacy Policy (together, the "Terms") form a binding agreement between you and Golfler Holdings Corporation and its group subsidiaries, affiliates, officers, directors, Employees, Agents, and Licensors (collectively referred to as "Golfler" or "Company" or "we" or "us"). These Terms govern your access and use of all digital content and services arising from Company's URL Golfler.com (together with its subdomains, the "Website") including but not limited to the Golfler Google Android, Apple IOS and other browser and/or web based applications that Company offers, develops, operates, and supports (collectively, the "Services"). The term "you" or "Customer" refers to the person accessing or using the Services, or the golf course, entity or other organization that has authorized your use of the Services.

BEFORE USING ANY OF THE SERVICES, PLEASE READ THESE TERMS CAREFULLY. To use the Golfler Services, you must accept all of the Terms. If you do not agree to any of these Terms, you are not permitted to access and/or must cease use of the Services. By using the Services, you are agreeing to these Terms, the Privacy Policy within these Terms and additional restrictions of use included in guidelines or policies that may, from time to time, be made a part of the Services. You should print or otherwise save a copy of these Terms and all policies and guidelines for your records. You agree to visit the Website and to review changes to the Terms frequently as you acknowledge that Company expressly reserves the right to revise these Terms from time to time without providing you with notice. Golfler's most recent Terms shall be available on Company's Website at the URL: www.Golfler.com/Terms. To the extent consistent with applicable law, you understand and agree that your continued use of our Services at any time after these Terms have changed constitutes your acceptance of such revised and amended Terms effective as of the date such Terms are posted. Additionally, Supplemental terms may apply to certain Services, such as, but not limited to, policies for a particular event, activity or promotion and such other supplemental terms that may be disclosed to you in connection with the applicable Service(s). Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Service(s) and unless otherwise noted, shall prevail over these Terms in the event of a conflict.

2. THE SERVICES. The Company's business in connection with the Services is solely limited to providing Users and separately Golf Courses as well as other third party Golfler Partner's ("Service Providers") with access, through its Software sublicense, to information about and orders to/from a Service Provider's course and/or patrons for which the Company shares a platform and commission fee. User understands that Golfler is a software development company and does not provide transportation or logistics services, nor does Golfler function as a transportation carrier. In contrast, Company's Service Providers offer to sell food, drink and merchandise items to Users that are coordinated by the Golfler Platform. Service Providers and Customers together request for pre-ordering and/or delivery services to be coordinated through the Services for the mutual benefit of Users. In contrast, Golfler is a technology company that develops, offers and operates Services that include but are not limited to a GPS rangefinder, weather updates, a scorecard and a Service designed to coordinate the delivery and pre-ordering of food, beverage, and golf merchandise between golf courses and their patrons. For authorized users of golf courses or another entity and/or organization that has partnered with Golfler (together, "Partners") Services may include, but are not limited to an inter-course communication platform, a pace-of-play monitoring system and access to analytic data which includes pricing comparisons and pace of play information, among other things. Through its sublicense of the Golfler Platform, Service Providers may accept or decline a request to complete pre-ordering and/or delivery services at their sole discretion. You acknowledge that Golfler is not the retailer of any products offered by any of Company's Partner's and further that such Service Providers are solely responsible for preparing and packaging all products ordered through Golfler as well as for updating their menu and prices. Each Partner is solely liable for the quality of its products and you acknowledge that Golfler does not verify the credentials, representations a product's compliance with law, prices or the quality of any product offered by a Golfler Partner. You agree that under no circumstances shall Golfler be held liable or responsible for any products or services provided by a Partner that are a cause of injury, harm or that do not otherwise fully meet your expectations for any reason. You also agree that you are solely responsible for verifying the accuracy of your orders and that Golfler shall have no liability or responsibility for any errors to your order arising out of your or a Golfler Partner's use of the Services.

3. LIMITED LICENSE. The algorithms, source code, databases, trade secrets, patents, trademark, copyrights, content, artwork, logos, text, software, data, information, materials, and all other intellectual property as may now exist or hereafter come into existence are owned by Golfler and are in no way sold, transferred or assigned to any User. Subject to your strict compliance with these Terms, User understands that Golfler is granting User a limited, revocable, non-exclusive, non-sub-licensable and non-transferrable license which will allow User to: (i) access and use Golfler's mobile applications, web application and other Services; and (ii) access and use any content, information and related materials that may be made available to User through the Services, until such time as Golfler or User decides in their sole discretion to revoke or abandon use of the license. Any rights not expressly granted herein are reserved by Golfler. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS, SLOGANS, SERVICE MARKS, TRADE NAMES, TRADE DRESS OR OTHER PROPRIETARY RIGHTS IN THE SERVICES OR CONTENT OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY NOR TO AUTHORIZE YOU TO CREATE DERIVATIVE WORKS BASED ON THE CONTENT.

You further undertake not to do any act or thing which is inconsistent with or which is likely in any way to prejudice such title and that the Services and all rights therein are and shall remain Golfler's property and/or the property of Golfler's licensors. Golfler may modify or delete some of the Services at its sole discretion without notice to you.

4. THIRD PARTY SERVICES. The Services may be made available or accessed in connection with third party services, application programming interfaces (APIs) and other content that Golfler does not control. User acknowledges that different Terms of Use and Privacy Policies may apply to User's use of such third party services and content. Golfler does not endorse such third party services and content and in no event shall Golfler be responsible or liable for any products or services of any third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation and/or BlackBerry, among others may be a third-party beneficiary to this contract if Users access the Services using Applications developed for Apple iOS, Android, Microsoft Windows or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Purchases you authorize through the Services may also be subject to terms and conditions set forth by the Networks and/or the entities that issue your Card. You acknowledge that User access to and use of the Services is subject to terms set forth in the applicable third party beneficiary's terms of service and that you are responsible for complying with those terms and conditions, as well as for charges and related fees imposed by those terms and conditions.

5. USER ACCOUNTS AND USE. In order to use most aspects of the Services, Users must register for and maintain an active personal user Services account ("*Account*"). To use and/or register for our Services you must be of legal age to form a binding contract with us and cannot be a person barred from receiving our Services under the laws of the United States or other applicable jurisdiction, including the country in which you reside or from where you use our Services. Account registration requires you to submit to Golfler certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner). In addition, a User who is a golf course may be required to submit further information including but not limited to food and beverage selection, merchandise, pricing, logistics, and other similar information. User agrees to maintain accurate, complete, and up-to-date information in your Account. User's failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Golfler's termination of this Agreement with User. When you accept these Terms and complete our sign up process, you become the Golfler "Member Account" holder. In order to create your Member Account you will be required to select a password. Please choose a strong password and do not reveal your password to others. You agree that you are responsible for keeping your password confidential and secure, and further understand that you are solely responsible and liable for any activities that occur under your Member Account. Users are responsible for all activity that occurs under their Account, and you agree to maintain the security and secrecy of your Account username and password at all times. If you suspect or become aware of any unauthorized use of your Member Account please contact us. You further acknowledge and agree that our Services are designed and intended for personal use on an individual basis and you should not share your Member Account and/or password details with another person. You acknowledge and agree that we may access, use, preserve and/or disclose your account information and Content if legally required to do so or if we have a good faith belief that such access, use, disclosure, or preservation is reasonably necessary to: (a) comply with legal process or request; (b) enforce these Terms including investigation of any

potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Golfler, its users or the public as required or permitted by law. Unless otherwise permitted by Golfler in writing, you may only possess one Golfler Account and/or one Course Account. You shall not use the Services to attempt or Pretend to be anyone, or any entity, you are not — you may not impersonate or misrepresent yourself as another person (including celebrities), entity, another subscriber, a Golfler employee, or a civic or government leader, or otherwise misrepresent your affiliation with a person or entity; including creation of additional accounts after termination by us for violation of the Terms.

6. CUSTOMER PROVIDED CONTENT. Golfler may at Company’s sole discretion permit you from time to time to submit, upload, publish or otherwise make available to Golfler through the Services textual, audio, and/or visual content and information, among other things, including but not limited to commentary and feedback related to the Services, initiation of support requests and submission of entries for competitions and promotions (“*Customer Content*”). Any content provided by you remains your property. However, by providing Customer Content to Golfler, you grant Golfler a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Customer Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Golfler’s business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. You represent and warrant that you either are the sole and exclusive owner of all Customer Content or you have all rights, licenses, consents and releases necessary to grant Golfler the license to the Customer Content as set forth above; and that neither the Customer Content nor your submission, uploading, publishing or otherwise making available of such Content nor Golfler’s use of the Customer Content as permitted herein will infringe, misappropriate or violate a third party’s intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. Additionally, you may choose to or we may invite you to submit suggestions about how to improve Golfler or our other products or services (“Suggestions”). By submitting any Suggestion, you agree that your disclosure is gratuitous, unsolicited, and without restriction, that it will not place Golfler under any fiduciary or other obligation, and that we are free to use the Suggestion without any additional compensation owed to you, and/or to disclose the Suggestion to anyone. You further acknowledge that, by accepting or receiving your Suggestion, Golfler does not waive any rights to use similar or related ideas previously disclosed to, known by or developed by Golfler, or its employees, agents or Service Providers. You further agree to not provide Customer Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Golfler in its sole discretion, whether or not such material may be protected by law. Golfler may, but shall not be obligated to, review, monitor, or remove Content, at Golfler’s sole discretion and at any time and for any reason without notice to you or any other Customer. In addition, you acknowledge that menu and pricing data has generally been released in the public domain and you authorize Golfler to use pricing and menu data for any purpose, including but not limited to aggregating local, regional and national averages. To the extent this information is later deemed confidential, you expressly authorize Golfler to use any and all pricing and menu data for any purpose including but not limited to creating averages and recommendations that benefit or otherwise add value to the Services and/or the Golfler Mobile App.

7. MESSAGING: By creating an Account, you agree that Golfler and/or other Users may send you other messages, including but not limited to push button notifications, e-mail and SMS or text messages (“Messages”) as part of the normal business operation of your use of the Services. You may opt-out of receiving Messages from Golfler at any time from your Golfler account located within the My Golfler function of the mobile application, on Golfler’s website at www.golfers.golfler.com and/or by sending a written request emailed to info@golfler.com including your name, phone number and address. You acknowledge that opting out of receiving Messages may impact your use of the Services. Wireless carrier and data charges may apply.

8. DEVICE AND NETWORK ACCESS: Users are responsible for obtaining the data network access necessary to use the Services. User’s mobile network’s data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Golfler does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices or in any specific location. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. Golfler may choose to provide Customer with Android tablets that are pre-loaded with the Golfler Services and/or marketing and instructional videos (the “Tablets”). Customer agrees that it shall only use the Tablets as instructed by Golfler including for the purpose of monitoring pace of play, messaging

and for coordinating the delivery and pick up of orders that are placed through the Golfler Mobile App by Users. Golfler may provide additional instructions in connection with Customer's use of the Tablets. These instructions may include restrictions other than as contained in these Terms and may change from time to time. Customer agrees to at all times comply with any reasonable instructions provided by Golfler. Golfler Tablets shall at all times remain the property of Golfler. Upon notice from Golfler, Customer agrees to immediately return the Tablets to Golfler in the same condition as received, less reasonable wear and tear.

9. LIMITATIONS OF USE AND USER CONDUCT. The Service is not available for use by persons under the age of eighteen (18) or the age of majority in your jurisdiction if different than 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of majority in your jurisdiction to receive Services from Golfler or other Third party providers unless they are accompanied by you. You agree to use the Services only for use and the purposes as permitted by these Terms and any applicable law or generally accepted practice in any applicable jurisdiction. You agree that you will NOT use the Service to attempt to place, solicit or accept orders or gratuities or otherwise use the Services, in any way that is inconsistent with these Terms. You also agree that you shall NOT use the Services to cause nuisance, annoyance, inconvenience, or property damage, whether to another User, Third Party or any other party. Additionally, no User shall upload, download, post, email, transmit, store or otherwise make available any Content that is unlawful, harassing, threatening, harmful, tortious, defamatory, libelous, abusive, violent, obscene, vulgar, invasive of another's privacy, hateful, racially or ethnically offensive, or otherwise objectionable; or to stalk, harass, threaten or to cause harm to another. User further agrees to comply with all applicable laws when using the Services, and user may only use the Services for lawful purposes. Users shall also not in any way participate or facilitate the illegal ordering, consumption, sale, delivery or serving of alcohol and/or tobacco or any other unlawful products through the Services. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity. In addition, you agree that you will not use the Services while operating a motor vehicle of any sort, including a golf cart; or to use the services recklessly while using the application, playing golf and/or otherwise in anyway using or otherwise preparing to use the property of a Golfler Partner in anyway. You acknowledge that you are using the Services at your own risk and Golfler shall not be liable for any indecent, offensive or objectionable content.

You shall not use the Services to attempt or to post, send, transmit or otherwise make available any unsolicited or unauthorized email messages, advertising, promotional materials, junk mail, spam, or chain letters, including, without limitation, bulk commercial advertising and informational announcements; or to forge any TCP-IP packet header or any part of the header information in an email or a news group posting, or otherwise putting information in a header designed to mislead recipients as to the origin of any Content transmitted through the Service ("spoofing"); or to upload, post, email, transmit, store or otherwise make available any material that contains viruses or any other computer code, files or programs designed to harm, interfere or limit the normal operation of the Service (or any part thereof), or any other computer software or hardware; or gather and store personal information on any other users of the Service to be used in connection with any of the foregoing prohibited activities; or to in anyway otherwise intentionally or negligently interfere with or disrupt the Services (including accessing the Service through any automated means, like scripts or web crawlers), or any servers or networks connected to the Service; or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon); You shall not use the Services to attempt or to engage in any copyright infringement or other intellectual property infringement, or disclose any trade secret or confidential information regardless of if in violation of a confidentiality, employment, or nondisclosure agreement or not. All information, materials, functions and other content (including Submissions, as defined in Section entitled "Submissions" below) ("Content") contained on the Services are our copyrighted property or the copyrighted property of our licensors or licensees. All trademarks, slogans, service marks, trade names, and trade dress are proprietary to us and/or our licensors or licensees. We may change the Services or delete Content or features at any time, in any way, for any reason. Except as we specifically agree in writing, no Content from the Services may be used, reproduced, transmitted, distributed or otherwise exploited in any way other than as part of the Services, not even as part of a derivative work, except that where the Services are configured to enable the download of particular Content.

Using our Content for any other purpose, including but not limited to "re-mailing" or high-volume or automated use of the Services or using any of our Content on any other website or networked computer environment, is a violation

of our copyright and other proprietary rights and is strictly prohibited. No User may remove or reproduce any copyright, trademark or other proprietary notices from any portion of the Services; reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Golfler; decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; link to, mirror or frame any portion of the Services; cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

In addition to the above, if you are using the Services as an authorized representative of a golf course or other Partner of Golfler and are using the Services in that capacity, you further agree, represent and warrant that you are the authorized representative of the Golf Course that you have associated your Golfler Account with; that you will cease use of the Services immediately if the Partner that you have associated your Golfler Account with revokes, suspends or otherwise limits your authorization to act on its behalf; that you will follow all applicable federal, state and local laws, policies and regulations concerning the sale of goods or services offered for sale by the golf course or other Partner that you represent; that you will follow all applicable Golfler or Partner rules, policies or other guidelines concerning the sale of goods or services offered for sale by the Merchant you represent; that you will not use the Services illegally or to fraudulently or without authorization charge any Card; that you will make yourself reasonably available to Golfler in the case of any Dispute between Golfler and a Merchant or Golfler user concerning a charge made to a Golfler users Card.

We cannot and do not assure that other users are or will be complying with the foregoing limitations on use and rules of conduct or any other provisions of these terms and, as between you and us, you hereby assume all risk of harm or injury resulting from your use of the Services, by way of any User's lack of compliance with these terms or otherwise. Violations of any of these terms may result in termination of your account and legal action if necessary and/or appropriate under the circumstances at Golfler's sole discretion.

10. CHARGES, PAYMENT OF FEES AND GRATUITY. You understand that use of the Services may result in charges to you in connection with the services on-course food, beverage and merchandise pre-ordering and delivery coordination services as well as for the goods you receive from a Third party provider ("*Charges*"). Upon reasonable belief of delivery and receipt of the services or goods obtained through your use of the Services, Golfler will facilitate your payment of the applicable Charges to the Partnering provider. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the third party provider. To complete the payment process, you may be asked to provide us with a credit card number from a card issuer or other payment information that we accept in order to activate and/or pay for any fees related to the Service. We may seek pre-authorization of your credit card or other payment information prior to a purchase to verify that the credit card or payment information is valid and/or has the necessary funds or credit available to cover your purchase. These pre-authorizations will reduce your available balance by the authorization amount until it is released or reconciled with the actual charge. Please contact your card issuer if you have additional questions regarding when an authorization amount will be removed from your statement. As between you and Golfler, Golfler reserves the right to reasonably establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time. In addition to amounts due from you to a third party in exchange for goods or services provided to you, you agree and understand that by authorizing a third party and/or Golfler to charge your Card, you are also authorizing Golfler to charge you a convenience fee as well as other fees that may be due to Golfler or other third parties, including but not limited to Credit Card processing companies. The amount of such fees due may be changed at any time without notice. Golfler will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. You agree to pay all charges, including fees and taxes, and any part thereof, when you purchase, use, or participate in a Service from Golfler. All fees are exclusive of applicable taxes, unless otherwise stated and you are solely responsible for the payment of any such taxes that may be imposed on your use of the services provided to you. All Charges are due immediately and payment will be facilitated by Golfler using any payment method that is designated in User's Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Golfler may, as the third party provider's limited payment collection agent, use a secondary payment method in your Account, if available. Gratuity, or offering a cart attendant a "tip" is voluntary. Golfler's payment structure is intended to fully

compensate Service Providers for the services or goods provided. However, Golfler does not designate any portion of User's payment as a tip or gratuity to the third party provider. In addition to the full compensation charge for the Services and Products provided, User's may elect to leave a cash gratuity at their sole discretion. Any representation by Golfler (on Golfler's website, in the Application, or in Golfler's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Golfler provides any additional amounts, beyond those described above, to the third party provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any third party provider who provides you with services or goods obtained through the Service, you are under no obligation to do so. You are responsible for all taxes associated with your purchases. Golfler does not store or have access to any Customer and/or Users bank account, credit card or debit card information that is submitted through the Golfler Mobile-App or the Services. The bank account and credit card information submitted through the Golfler Mobile-App and Services are submitted to Golfler's third party credit card processing service -- Braintree Payments ("Braintree"). Braintree is a PayPal company that and has been certified as Level 1 PCI-DSS compliant for maintaining the highest standards of security with regards to the protection of confidential account information.

11. REFUNDS AND PROMOTIONAL CODES: Charges paid by you are final, non-refundable and may not be canceled. While Golfler does not ordinarily issue refunds, at Company's sole discretion Golfler and/or a Partner may create a promotional code that may be redeemed for a service credit or other features or benefits related to the Services and/or a third party provider's services subject to any additional terms that Golfler establishes on a per promotional code basis ("*Promo Codes*"). You may contact Golfler at Info@golfler.com, if you believe that a Partner has not handled your order in accordance with these Terms and/or has otherwise handled your order unreasonably. Golfler may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by Golfler; (iii) may be disabled by Golfler at any time for any reason without liability to Golfler; (iv) may only be used pursuant to the specific terms that Golfler establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Golfler reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Golfler determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

12. USER INFORMATION AND PRIVACY POLICY. Your privacy is important to Golfler. This section of these Terms explains how Golfler, will collect, use, share, and protect information about you. We also provide information regarding how you can access and update your information. The Privacy Policy covers both the Company's "online" (e.g., web and mobile services, including any websites operated by including but not limited to www.golfler.com, mobile applications, however accessed and/or used, whether via personal computers, mobile devices or otherwise) and "offline" (e.g., collection of data through mailings, telephone, or in person) activities owned, operated, provided, or made available by the Company. This Privacy Policy also applies to your use of interactive features or downloads that the Company owns or controls, or are made available through the Company's Services. Our Services are primarily provided through a web application on your mobile, tablet, desktop or notebook computer or similar Central Processing Unit data processing device (collectively, "Software Applications"). You agree that we may collect and use technical data and related information, including but not limited to, technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to such Software Applications and the Services. When you use any of our Software Applications, the Software Application may automatically collect and store some or all of the following information from your device ("Device Information") including without limitation, your preferred language, phone number, device identifier, IP address, your mobile operating system, your geolocation, which mobile internet browser you are using and information about how you interact with the Mobile Application such as your purchase history. We may share non-personally identifiable information, such as aggregated user statistics and log data, with third parties and/or golf courses for industry analysis, demographic profiling, to deliver targeted advertising about other products or services, or for other business purposes. We do not sell, share, rent or trade the information we have collected about you, other than as disclosed within the Privacy Policy contained within these Terms or as otherwise

disclosed to you at such time as you provide your information. If you do not agree to this Privacy Policy, you must cease use of the Services and refraining from giving us any of your information. *BY USING OUR SERVICES OR BY OTHERWISE PROVIDING THE COMPANY WITH YOUR INFORMATION, YOU AGREE TO THE TERMS OF THIS PRIVACY POLICY.* Please review the Privacy Policy section of these Terms carefully so that you understand Company's privacy practices, should you have any questions regarding this Privacy Policy you may contact the Company at info@golfler.com.

- A. Personal and Payment Information.** The Company may ask you to provide us with certain categories of information such as personal information, which is information that could reasonably be used to identify you personally. This is information such as your full name, address, e-mail address, a picture of you (optional), your geolocation, playing history, mobile carrier information, your Golfler account credentials, text message settings, demographic, mobile number, Credit Card Number, expiration date & security code and or information regarding your PayPal, Google Wallet or other digital payment accounts ("Personal Information"). The Company may collect this information through various forms and in various places through the Services, including account registration forms, contact forms, or when you otherwise interact with us or golf courses who utilize the Company's Services. If you choose to upload photos when registering for or using the Company's Services, said photos may be viewable by the Company or other users including but not limited to golfers and golf courses. You may remove or update the data and your photo at any time by logging into your account at Golfers.Golfler.com. Payment for sales facilitated through the Company's Services are processed by a third party. The Company may disclose your payment credentials to a third party for the purposes of processing purchases and/or other transactions (including but not limited to refunds). The Company will not knowingly disclose your payment method and/or credentials for any other purpose. Additionally, the company may use your Personal Information to provide you with information or services or process transactions that you have requested or agreed to receive, to process your registration with the Services, including verifying your information is active and valid, to improve the Services, to customize your experience with the Services, to serve you specific content that is most relevant to you, to contact you with regard to your use of the Services and, in the Company's discretion, changes to the Services and/or the Services' policies, for internal business purposes, for inclusion in our data analytics, or for purposes disclosed at the time you provide your information or as otherwise set forth in this Privacy Policy.
- B. Game Analytics.** The Company may collection information such as average score per hole and/or per game, average driving distance, average pace of play per hole, course layout/ "flow" and/or other information. The Company may use Game Analytics for a variety of purposes, including but not limited to enhancing or otherwise improving the Services, analytics, the course builder function and the rangefinder function of the Services. Additionally, some of this information may be available and accessible to other Users through the rangefinder, pace of play, and course builder functions or other similar functions of the Software Applications.
- C. Usage Information.** In addition to any Personal Information or other information that you choose to submit to us, we and our third-party Service Providers (such as golf courses) may use a variety of technologies that automatically (or passively) collect certain information whenever you visit or interact with the Services (" Usage Information"). This Usage Information may include the browser that you are using, the URL that referred you to our Services, all of the areas within our Services that you visit, the time of day, and your purchase history, among other information. The Company may use Usage Information for a variety of purposes, including to enhance or otherwise improve the Services, or for analytics. In addition, we may collect your IP address or other unique identifier (" Device Identifier") for your computer, mobile or other device used to access the Services (any, "Device"). A Device Identifier is a number that is automatically assigned to your Device used to access the Services, and our computers identify your Device by its Device Identifier. Usage Information may be non-identifying or may be associated with you. Whenever we associate Usage Information or a Device Identifier with your Personal Information, we will treat it as Personal Information. The Company may use Usage Information for a variety of purposes, including to enhance or otherwise improve the Services, for internal business purposes, for inclusion in our data analytics, or for purposes disclosed at the time the information is provided or as otherwise set forth in this Privacy Policy.
- D. Message Center.** The Company offers an instant messaging function as part of the Services. Instant messages will be processed through the Company's Message Center. In addition to the Users that you communicate with through the message center, the content of messages may be viewable by the Company

and/or its agents for the purpose of resolving issues and/or disputes.

- E. Golf Course Information.** The Company may ask for certain information from users who are golf courses, or their staff. This information may include food and beverage information, sales, menu information, merchandise selection, personnel information, pricing, geolocation, course layout, logistics, average price per order, average customer service rating, average price per menu item, game analytics including but not limited to pace of play, and other similar information. The Company may use Golf Course Information for a variety of purposes, including to enhance or otherwise improve the Services, for inclusion in our data analytics, or for purposes disclosed at the time the information is provided or as otherwise set forth in this Privacy Policy.
- F. Tracking Information.** Golfler and its Service Providers and licensors may provide certain features or services through the Service that rely upon device-based location information. In addition, your geographic location and/or physical location may be collected (“Tracking Information”). Tracking Information is collected as you navigate through our Services, including, but not limited to geographic areas. If you are ordering products using our Services, our servers will send and receive your GPS coordinates to our Service Providers and their agents to facilitate delivery. Depending on your Devices’ hardware-profile, most GPS enabled mobile devices can define your current location to within ten feet. We collect this information for various purposes - including to facilitate delivery of any food, drink, or merchandise you have requested via our Services, to provide you with support, to send you promotions and offers, to enhance our Services, and for our the business purposes or the business purposes of the Company’s partners. We may also have features that allow you to share this information with other people (such as your family, friends or colleagues) if you choose. To provide such features or services, where available, Golfler and its Service Providers and licensors may collect, use, transmit, process and maintain your location data, including the real-time geographic location of your device, and you hereby agree and consent to Golfler's and its partners' and licensors' collection, use, transmission, processing and maintenance of such location data to provide such services. In addition, by enabling and/or using any location-based services or features within the Service, you agree and consent to Golfler collecting, using, processing and maintaining information related to your account, and any devices registered thereunder, for purposes of providing such location-based service or feature to you. Such information may include, but is not limited to, your device ID and name, device type and real-time geographic location of your device at time of your request. You may withdraw this consent at any time by not using the location-based features on your device. When using third party services that use or provide location data as part of the Service, you are subject to and should review such third party's Terms and privacy policy on use of location data by such third party services. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Golfler nor any of its content providers guarantees the availability, accuracy, completeness, reliability, or timeliness of location data or any other data displayed by the Service.
- G. Public Forums and other Communications.** "Public Forum" means an area, site or feature offered as part of any Services that offers the opportunity for users to Distribute Submissions for viewing by one or more Services' users, including a chat area, message board or social community environment. YOU ACKNOWLEDGE THAT PUBLIC FORUMS AND FEATURES OFFERED THEREIN ARE FOR PUBLIC AND NOT PRIVATE COMMUNICATIONS, AND YOU HAVE NO EXPECTATION OF PRIVACY WITH REGARD TO ANY SUBMISSION TO A PUBLIC FORUM. We cannot guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. Subject to applicable law, you are and shall remain solely responsible for the Submissions you Distribute on or through any Services under your username or otherwise by you in any Public Forum and for the consequences of submitting and posting same. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any Submission posted in any Public Forum is at your own risk. For example, we are not responsible for, and we do not endorse, the opinions, advice or recommendations posted or sent by users in any Public Forum and we specifically disclaim any and all liability in connection therewith. We owe you no obligation, and therefore may refuse to post, deliver, remove, modify or otherwise use or take any action with respect to Submissions you distribute. We reserve the right to screen, refuse to post, remove, edit, store and/or review Submissions at any time and from time to time and for any or no reason including, without limitation, to ensure that the Submissions conforms to the Rules of Conduct, in our absolute and sole discretion without prior notice. If we elect to screen Submissions, there may be a delay in

the posting of such content in a Public Forum to allow for a review process. Users who are California residents and are under 18 years of age may request and obtain removal of User Postings located on the Services that they themselves post by emailing us at info@golfler.com.

H. Cookies, Web Beacons and Embedded Scripts. A “Cookie” is a data file placed on a Device when it is used to access the Services. A Flash Cookie is a data file placed on a Device via the Adobe Flash plug-in that may be built into or downloaded by you to your Device. Cookies and Flash Cookies may be used for various purposes, including, without limitation, remembering you and your preferences and tracking your visits to our web pages or use of our Services. If you do not want information to be collected through the use of cookies, your browser allows you to deny or accept the use of cookies. Cookies can be disabled or controlled by setting a preference within your web browser or on your Device. If you choose to disable Cookies or Flash Cookies on your Device, some features of the Services may not function properly or may not be able to customize the delivery of information to you. You should be aware that the Company cannot control the use of Cookies (or the resulting information) by third-parties, and use of third party Cookies is not covered by our Privacy Policy. Small graphic images or other web programming code called “Web Beacons” (also known as “1x1 GIFs” or “clear GIFs”) may be included in our web and mobile pages and messages. The Web Beacons are tiny graphics with a unique identifier, similar in function to Cookies, and are used to track the online movements of users. In contrast to Cookies, which are stored in a user’s Device’s hard drive, Web Beacons are embedded invisibly on web pages and are about the size of the period at the end of this sentence. Web Beacons or similar technologies help us better manage content on our Services by informing us what content is effective, count users of the Services, monitor how users navigate the Services, count how many e-mails that we send were actually opened or to count how many particular articles or links were actually viewed. We do not tie the information gathered by Web Beacons to your personal information. An “Embedded Script” is programming code that is designed to collect information about your interactions with the Services, such as the links you click on. The code is temporarily downloaded onto your Device from our web server or a third party service provider, is active only while you are connected to the Services, and is deactivated or deleted thereafter.

13. DISCLAIMERS OF WARRANTIES. YOU UNDERSTAND AND EXPRESSLY ACKNOWLEDGE THAT, TO THE EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. GOLFLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, GOLFLER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. GOLFLER DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. USER AGREES THAT THE ENTIRE RISK ARISING OUT OF THE USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH THE USER, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK. YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOLFLER OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY AUTHORIZED IN THESE TERMS. CERTAIN JURISDICTIONS MAY PROHIBIT COMPANY FROM DISCLAIMING SOME WARRANTIES AND THESE TERMS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

14. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE THAT GOLFLER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE WHATSOEVER; RELATED TO, IN CONNECTION WITH AND/OR IN ANYWAY OTHERWISE

RESULTING FROM ANY USE OF THE SERVICES EVEN IF GOLFLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GOLFLER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF USER'S USE OF, OR RELIANCE ON, THE SERVICES OR USER'S INABILITY TO ACCESS OR USE THE SERVICES; OR ANY CHANGES MADE TO THE SERVICES OR ANY TEMPORARY OR PERMANENT CESSATION OF THE SERVICES OR ANY PART THEREOF; THE UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE AND/OR SEND OR RECEIVE YOUR TRANSMISSIONS OR DATA ON OR THROUGH THE SERVICES; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; AND ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER; AND ANY DELAY OR FAILURE IN PERFORMANCE ARISING FROM THAT RELATIONSHIP AND/OR ANY AND ALL OTHER MATTER RELATING TO THE SERVICES. USER ACKNOWLEDGES THAT THIRD PARTY PROVIDERS PROVIDING DELIVERY OF GOODS OR SERVICES REQUESTED THROUGH THE GOLFLER PLATFORM ARE NOT EMPLOYEES OR AGENTS OF GOLFLER AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. GOLFLER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE SERVICES, GOODS, OR DELIVERY SERVICES WITH THIRD PARTIES, BUT YOU AGREE THAT GOLFLER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION, GOODS OR LOGISTICS SERVICES PROVIDED TO YOU BY ANY THIRD PARTY PROVIDERS, OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. THIS INCLUDES BUT IS NOT LIMITED TO ANY USE OF A GOLF CART FOR TRANSPORTING AND/OR DELIVERING ORDERS FACILITATED THROUGH THE SERVICES. IN NO EVENT SHALL GOLFLER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500) PROVIDED THAT THE LIMITATIONS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

15. WAIVER. You acknowledge and that Golfler does not directly or indirectly sell any tangible goods including food, beverage, merchandise and other items (together, "Items."). You expressly agree that a Golf Course or other Partner, and not Company, shall be fully responsible for any and all injuries, illnesses, damages, claims, liabilities and costs suffered by you, caused in whole or in part by the Service Provider, as well as for any unclaimed property liability arising from unredeemed orders or portions thereof. You further acknowledge and agree that the Service Provider who transports any Items shall be fully responsible for any all injuries, illness, damages, claims, liabilities and costs suffered by you, caused in whole or in part by a Service Provider as well as for any unclaimed property liability arising from unredeemed orders or portions thereof. To the extent permitted by applicable law, you waive, and release Golfler and its officers, directors, employees and agents from, any claim, liabilities, damages, or injury arising from or related to any act or omission of a third party in connection with the goods provided therewith. You further agree that any claim or cause of action arising out of or related to these Terms or the use of the Service must be filed within one (1) year after the cause of action arose or be forever barred. The failure of Golfler to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

16. INDEMNITY. User agrees to indemnify and hold Golfler harmless from any and all claims, demands, losses, liabilities, and expenses including but not limited to reasonable attorneys' fees, arising out of or in connection with: User's intentional, reckless, negligent or third party use of the Services; the services or goods obtained through use of the Services; your breach or violation of any of these Terms; Golfler's use of your submissions through the Services, including but not limited to User Content; use of the Services for any illegal act and/or any other violation of the applicable legal rights of any person or third party, including Golfler's Partner's and third party service providers. This obligation shall survive the termination or expiration of these Terms and/or your use of the Services. You acknowledge that you are responsible for all use of the Services using your account, and that these Terms apply to any and all usage of the Services. You agree to comply with these Terms and to defend, indemnify and hold harmless Golfler from and against any and all claims and demands arising from usage of your Member Account, whether or not such usage is expressly authorized by you.

17. E-CONSENT AND NOTICE. By creating an account and/or by continuing to use the Services, you acknowledge that you have read, understand and accepted these Terms and you consent to do business electronically with Company and its Partners. In order to create a Member Account as defined in the Golfler Partner Agreement(s) or Golfler User Agreement(s) respectively, Golfler must provide certain disclosures required by law. Golfler can only provide these disclosures and other information electronically if you consent. Consequently, your creation of a

Member Account and use of the Services requires for you to check that you agree to all Sections of Golfler's Terms. To the extent permitted by law and until such time as your use and/or the non-surviving Section of these Terms are terminated, you agree that Golfler may provide disclosures and notices to you in connection with your use of the Services electronically by posting any update on Company's website and/or by emailing it to the email address linked to your Golfler Account. You further agree that any such electronic disclosures and notices shall have the same meaning and effect as paper copies. You also acknowledge that your electronic signature / consent has the same binding effect as if you had signed them in ink. When Company posts an update on the Golfler.com website and/or sends you an email or other electronic notification alerting you that the Disclosure is available electronically and Company thereafter does in fact make it available online, you agree that the updated Terms and/or disclosure shall have the same meaning and effect as if you were provided a paper Disclosure, whether or not you choose to view the update. In connection with these Terms, Golfler may give notice and you acknowledge receipt by in anyway using the Services after Golfler has posted revised or an updated version of Company's Terms on Company's website at Golfler.com/terms. For all other forms of notice arising out of these Terms, Golfler shall send electronic mail to the email address linked to your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been received, without objection, upon the expiration of 48 hours after mailing or posting if sent by first class mail or pre-paid post or 24 hours after sending, if notice is sent by Company to a User by email or is otherwise posted on Company's website. You may give notice to Golfler, including your withdrawal from this E-consent policy, by sending an e-mail to info@golfler.com.

18. TERMINATION AND ASSISGNMENT. You may terminate your account and/or stop using the Service at any time. Any fees paid by you prior to your termination are nonrefundable (except as expressly permitted otherwise by these Terms). Termination of your account shall not relieve you of any obligation to pay any accrued fees or charges or of any of your obligations to Golfler arising from these Terms or Supplemental Policies that expressly survive termination. We may at any time, under any circumstances and without prior notice, immediately terminate or suspend all or a portion of your account and/or access to the Service. Any such termination or suspension shall be made by us in our sole discretion, for any reason, without any refund to you of any prepaid fees or amounts, and we will not be responsible to you or any third party for any damages that may result or arise out of such termination or suspension of your account and/or access to the Service. Upon termination of your account you lose all access to the Service and any portions thereof, including, but not limited to, your Member Account. In addition, Golfler may delete all information and data stored in or as a part of your account(s) including, but not limited to, data files, email, preferences and Submissions. You may not assign these Terms without Golfler's prior written approval. Golfler may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Golfler's equity, business or assets; (iii) a successor by merger or any other form of restructuring, consolidation or change in ownership.

19. SEVERABILITY. If any provision of these Terms is invalid or unenforceable, such provision shall (i) be modified to the minimum extent necessary to render it valid and enforceable, or (ii) if it cannot be so modified, be deemed not to be a part of these Terms and shall not affect the validity or enforceability of the remaining provisions. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and these Terms.

20. CHOICE OF LAW AND VENUE. These Terms shall be governed by and construed under the laws of the State of Michigan, U.S.A. In the event of any action or controversy in connection with or arising out of these Terms, you agree that the sole proper venue is in Wayne County, Michigan and/or in the Eastern District of Michigan Federal Court. By agreeing to these Terms, User waives any objection to jurisdiction and/or venue being proper in Michigan, including but not limited to *forum non conveniens*, for any action arising out of these Terms.