

TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THE PLATFORMS, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THE PLATFORMS IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH GOLFERS GETAWAY LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE PLATFORMS OR ANY OF THIS PLATFORM'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "**Terms**") apply to the purchase and sale of products and services through golfersgetaway.golf (the "**Platforms**") or our Mobile Application (the "**Mobile App**", and collectively with the Website, the "**Platforms**"). These Terms are subject to change by Golfers Getaway LLC (referred to as the "**Company**" "**us**", "**we**", or "**our**" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Platforms. You should review these Terms before purchasing any product or services that are available through the Platforms. Your continued use of the Platforms after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website [Terms of Use](#) and Mobile App End User License Agreement that apply generally to the use of our Platforms. You should also carefully review our [Privacy Policy](#) before placing an order for products or services through this Platforms (see 7).

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on the Platforms are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling, if applicable. All such taxes and charges will be added to the price of the services selected and will be itemized in your shopping cart and your order confirmation email, if applicable. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer, from time to time, promotions on the Platforms that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and payment must be received by us before we accept an order. We accept all major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Platforms at the time of your order.

4. Golf Simulator Terms.

(a) If you sign up for a golf simulator subscription (the “**Subscription**”), the following terms shall apply:

(i) You agree to pay for the Subscription, and grant us the right to charge your credit card, in the increments (monthly, semi-annually, or annually) and on the dates detailed on your order confirmation;

(ii) You may have a maximum of three (3) concurrent reservations at any given time;

(iii) Subject to Section 4(a)(ii), there is no limit on how many reservations you may have each month;

(iv) Reservations may be made up to seven (7) days in advance; and

(v) We make no guarantees on the number of reservations available to you per month or the time of available reservations. All reservations are available on first-come first-serve basis.

(b) If you sign up to use the golf simulator on an hourly basis (the “**Hourly Program**”), the following terms will apply:

(i) You agree to pay for the Hourly Program prior to using the golf simulator as detailed on your order confirmation;

(ii) You may have a maximum of one (1) concurrent reservation at any given time;

(iii) Reservations may only be made the same day you use the golf simulator; and

(iv) Once you have signed up to use the golf simulator through the Hourly Program, no refunds or exchanges will be granted.

(c) You are expected to bring your own golf equipment with you when using a golf simulator as we will not provide any golf equipment for your use.

(d) You may bring up to three (3) guests with you to use a golf simulator. The maximum number of people using a golf simulator at any time is four (4). You, and each of your guests, will fill out our Release of Liability and Assumption of Risk Agreement prior to entering our facility and using the golf simulators.

(e) You agree to keep a credit card on file with us and acknowledge and agree that we may charge such credit card for any unpaid fees related to the Subscription or Hourly Program, and for any damage caused by you and/or your guests.

(f) Access to the golf simulators will be provided through our Mobile App. If you do not have a mobile device with Bluetooth connectivity, you will not be able to enter the facility and use the golf simulators. Access to the facility through the Mobile App is limited to your account on your mobile device – you will not be able to login to your account on another mobile device and access the facility. If you get a new mobile device or otherwise need your account transferred to a different mobile device, please contact the Company at support@golfersgetaway.golf.

(g) We reserve the right to revoke your Subscription or prevent you from participating in the Hourly Program for any reason, including, but not limited to, excessive no-shows, not having an active subscription, an expired or no credit card on file, bringing more guests than permitted, dangerous or damaging behavior, or causing inconvenience to other patrons.

(h) You acknowledge and consent to us having our entire facility, except for the bathrooms, under 24 hour recorded video surveillance for various purposes,

including, but not limited to, monitoring the building and the individuals using the our facilities, reviewing footage to determine the source of damage, and any other valid business purpose.

5. Disclaimers. We do not manufacture or control any of the products or services offered on our Platforms. The availability of products or services through our Platforms does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Platforms.

ALL PRODUCTS AND SERVICES OFFERED ON THE PLATFORMS ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

6. Limitation of Liability. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR PLATFORMS.

The limitation of liability set forth above shall: (i) only apply to the extent permitted by law and (ii) not apply to liability resulting from our gross negligence or willful misconduct.

7. Privacy. Our [Privacy Policy](#), governs the processing of all personal data collected from you in connection with your purchase of products or services through the Platforms.

8. Indemnification. You hereby agree to defend, indemnify, and hold harmless the Company and its owners, officers, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, "**Releasees**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by the Company or any other Releasees, for any damage caused by you or your guests to the Company's facilities, or arising out or resulting from any claim of a third party related to this Agreement, including any claim related to your own negligence or the ordinary negligence of the Company.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Montana without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Montana in each case located in the city of Kalispell and Flathead County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

11. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this 10 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

12. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Golfers Getaway LLC.

13. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

14. Notices.

(a) To You. We may provide any notice to you under these Terms by (i) sending a message to the email address you provide or (ii) by posting to the Platforms. Notices sent by email will be effective when we send the email and notices we provide by

posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to support@golfersgetaway; or (ii) by personal delivery, overnight courier, or registered or certified mail to Golfers Getaway LLC, 224 1st Ave E, Kalispell, MT 59901. We may update the email address or address for notices to us by posting a notice on the Platforms. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

15. Severability. If any provision of these Terms is invalid, illegal, void, or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

16. Entire Agreement. Your order confirmation, these Terms, the Release of Liability and Assumption of Risk Agreement, and the Company's the End User License Agreement (with respect to the Company's Mobile App), Website Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.