

SwingMatch Golf Inc.

WEBSITE TERMS OF USE

1. Introduction

The following sets out the terms and conditions of use (the “**Terms of Use**”) for our website(s): app.swingmatch.ca, app.swingmatchgolf.com (the “**Site**”) made available by SwingMatch Golf Inc. (the “**SwingMatch Golf**”, “**we**”, “**us**” or “**our**”). An “**Instructor**” refers to golf professionals offering lessons via the Site; “**Golfer**” or “**User**” refers to individuals booking or using lessons through the Site.

The purpose of the Site is to provide information, products, and services relating to our mission, approach and initiatives.

The contents of the Site include, without limitation, all information, data, products, materials, services, software applications and tools, design elements, text, images, photographs, illustrations, audio and video contents, artwork, graphics contained therein or otherwise made available to you in connection therewith (collectively the “**Contents**”) and, unless the context clearly requires otherwise, or we explicitly say so in writing, the term “**Site**” includes all of the Contents.

These Terms of Use constitute a legally binding agreement between you and the Company regarding your use of and access to the Site.

These Terms of Use do not alter in any way the terms and conditions of any other agreement you may have with the Company, unless otherwise agreed to in writing by the Company. If you breach any of these Terms of Use, your authorization to use the Site automatically terminates and you must immediately destroy any Contents in your possession and discontinue all use of the Site.

SwingMatch Golf Inc. is a Canadian company. Users accessing the Site from the United States acknowledge that the Site and services are operated from Canada and governed by Canadian law.

2. Provision of the Site by the Company

You acknowledge and agree that the form and nature of the Site may change from time to time without prior notice to you.

You acknowledge and agree that we may stop (permanently or temporarily) providing the Site (or any features within the Site) to you or to users generally, at our sole discretion, without prior notice to you. You may stop using the Site at any time. You do not need to inform the Company when you stop using the Site or any of its features.

You acknowledge and agree that if we disable access to your account, you may be prevented from accessing the Site, your account details or any files or other content which is contained in your account.

3. Use of the Site by You

Your use of the Site is subject to all applicable local, provincial, state and federal laws and regulations. You may not use, allow, or enable others to use the Site, or knowingly condone use of the Site by others, in any manner that is, attempts to, or is likely to:

- be obscene, fraudulent, defamatory, libelous, indecent, discourteous, racially or ethnically offensive, harassing, threatening, abusive, pornographic or discriminatory;
- affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress, or discomfort to us or anyone else, or discourage any person, firm, or enterprise from using all or any portion, features, or functions of the Site, or from advertising, linking, or becoming a supplier to us in connection with the Site;
- send or result in the transmission of junk e-mail, chain letters, duplicative or unsolicited messages, or so-called "spamming" and "phishing";
- transmit, distribute, or upload content or programs that contain any viruses, Trojan horses, worms or other disabling devices or harmful components intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data or personal information;
- modify, disrupt, impair, alter, or interfere with the use, features, functions, operation, or maintenance of the Site or the rights or use and enjoyment of the Site by any other user;
- advocate or encourage any illegal activity;
- infringe upon or misappropriate the copyright, patent, trademark, trade secret, publicity rights or other intellectual property or proprietary rights of the Company or any third party;
- violate the privacy of any individual, including users of the Site; or
- violate any applicable local, provincial, state or national laws or regulations (anywhere in the world).

In order to access certain products and services or as part of the account registration process, you may be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to us will always be accurate, correct and up to date.

Unless you have been specifically permitted to do so in a separate agreement with the Company, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Contents or any of the Company's products and services for any purpose.

You agree that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which the Company may suffer) of any such breach.

All Instructors who use SwingMatch Golf for lesson bookings are independent of the SwingMatch Golf business, who have the freedom to benefit and optimize their personal business using SwingMatch; thus, SwingMatch is not responsible for: the behavior of Instructors from initial point of Golfer contact to the conclusion of a scheduled lesson communication on SwingMatch's interface, or any disputes between parties outside of scheduled lesson times.

SwingMatch Golf does not condone inappropriate behavior, displayed by Golfers, Instructors, or any involved third party in the SwingMatch lesson booking process. Golfers are also responsible for adhering to all rules of the facility at which the lesson is conducted.

4. Participation in News, Events, Submissions and Comments

The Site encourages submissions to almost any aspect of our Site. As a user content driven site directly related to your community, you are welcome to post any events, news items, photos, comments, classifieds or businesses ("**User Content**"). You acknowledge and agree that if you submit any User Content to the Site you will be solely responsible for such User Content. **SwingMatch Golf** will not be liable in any way for any such User Content submitted. You further agree that you will not:

- submit any User Content which is harassing, abusive, threatening, harmful, libelous or defamatory, encourages conduct that could constitute a criminal offense or give rise to civil liabilities, or is unlawful in any other way;
- submit any User Content protected by intellectual property laws or by rights of privacy, unless you own the rights thereto or have received all necessary consents. You shall be solely liable for any damage resulting from any infringement of copyright, trademark or other proprietary rights;
- submit any User Content which contains a virus or other harmful components;
- engage in activity that interferes with or disrupts the use of the Site by other users;
- submit any User Content that encourages any illegal activities, or provides guidance or instructional activities about such illegal activities;
- make any false representation, including impersonation of any person or entity or misrepresentation of your affiliation with any person or entity; or
- make use of any User Content for commercial purposes, such as advertising any products or services, reselling or publishing the information posted or transmitted.

When submitting ANY User Content in ANY form to the Site, whether it be via message services, events, news, or comments, you are solely responsible for the content of any comments you make. You agree that no comments submitted by you to the Site will:

- violate any right of any individual, group, community or business, including but not limited to copyright, trademark, privacy, or other personal or proprietary rights;
- be libelous or contain libelous or otherwise unlawful, slanderous, abusive, or obscene material, or constitute the misappropriation of trade secrets of any third party;
- disparage the products or services of any third party; or
- contain any personal information (other than your username).

SwingMatch Golf does not pre-screen, monitor or edit the User Content posted or submitted to the Site. However, SwingMatch Golf reserves the right to edit, limit or remove any such User Content in its sole discretion. Notwithstanding, you shall remain solely responsible for any User Content you submit or post.

When participating in any publicly posted User Content on the Site, you may be exposed to User Content that is inaccurate, incomplete or unsuitable. The nature of the Site is to allow opinions and ideas, without infringing on others' rights. Please notify SwingMatch Golf (with the contact information posted at the bottom of this document) of any illegal or inappropriate User Content, and SwingMatch Golf will take appropriate action. SwingMatch Golf will ensure that any offending comments are removed, and take appropriate action against the offender. SwingMatch Golf will not be responsible for the User Content or accuracy of any information, and shall not be responsible for any acts taken or decisions made based on such information.

SwingMatch Golf may establish procedures and practices relating to the use of and participation in the Site. Such procedures and practices may include limitations on the number of entries and the size of files that may be submitted, limitations on the number and type of User Content submitted at any given time and the number of days content will be saved before deletion. SwingMatch Golf will not be responsible for any User Content deleted by SwingMatch Golf or otherwise, or for your inability to submit any User Content.

5. Payments, Merchant of Record, and Platform Fees

5.1 Merchant of Record

Each Instructor is the merchant of record for all golf lessons and related services offered through the SwingMatch platform. Instructors are solely responsible for setting lesson prices, delivering instruction, managing customers, and complying with all applicable laws, regulations, and professional obligations related to their services.

SwingMatch does not sell, resell, bundle, or provide golf lessons and does not act as the seller of record, service provider, or payment recipient for any transaction between an Instructor and a Golfer.

5.2 Payments and Stripe Connect

SwingMatch facilitates online payments through an integrated third-party payment processor (currently Stripe Connect). In order to accept online payments through the platform, Instructors must create, maintain, and comply with the terms of their own Stripe account.

Lesson payments are processed directly through the Instructor's Stripe account. SwingMatch does not hold, control, or disburse lesson funds on behalf of Instructors, except as necessary to automatically deduct applicable platform fees as described below.

5.3 Platform Fees

Instructors using the free version of the SwingMatch platform agree that SwingMatch may retain a platform fee equal to **10%** of the gross lesson amount for each lesson booked and paid for through the Stripe payment portal.

Platform fees represent compensation for access to and use of SwingMatch's software, booking tools, payment facilitation, and related platform services. Platform fees are automatically deducted at the time of payment processing via Stripe. Instructors may use the SwingMatch platform free of charge without online payments. Platform fees apply only to lessons booked and paid for through SwingMatch's online payment functionality and do not apply to lessons booked without upfront payment or paid for outside the platform.

5.4 Refunds, Cancellations, and Disputes

SwingMatch does not establish, enforce, or administer cancellation, refund, rescheduling, or no-show policies for golf lessons.

All decisions regarding refunds, credits, rescheduling, cancellations, late arrivals, no-shows, or weather-related disruptions are made solely by the Instructor in accordance with their own policies and professional judgment.

SwingMatch:

- Does not issue refunds for lessons;
- Does not approve or deny refund requests;
- Does not guarantee that any refund, credit, or rescheduled lesson will be provided; and
- Is not responsible for resolving disputes between Golfers and Instructors.

Any payment disputes, chargebacks, or claims initiated by a Golfer are handled directly between the Golfer, the Instructor, and the applicable payment processor.

5.5 Taxes and Compliance

Instructors are solely responsible for determining, collecting, reporting, and remitting any applicable taxes, duties, or governmental charges arising from the provision of their services, including but not limited to sales tax, GST/HST, VAT, or income tax.

SwingMatch does not provide tax advice and is not responsible for an Instructor's tax obligations or compliance failures.

5.6 No Fiduciary or Agency Relationship

Nothing in these Terms shall be deemed to create any partnership, joint venture, agency, fiduciary, or employment relationship between SwingMatch and any Instructor. Instructors act independently and are solely responsible for their interactions and contractual relationships with Golfers.

6. Accepting the Terms of Use and Additional Terms

By accessing and using the Site in any manner, you acknowledge that you have read these Terms of Use and all of the terms and conditions contained herein. Before continuing to use the Site, please read these Terms of Use and contact us if you have any questions.

SwingMatch Golf reserves the right to amend, modify and supplement these Terms of Use from time to time as it sees fit with additional terms and conditions that govern certain information, content, products and services made available to you via the Site ("Additional Terms"). By accessing and using the Site, you accept and agree to comply with and be bound by such Additional Terms. Please review these Terms of Use from time to time to ensure that you are aware of and understand any Additional Terms.

The Additional Terms, the Privacy Statement and the Copyright Statement (located on the Site) are hereby incorporated by reference into these Terms of Use and form part of the legally binding agreement between you and us. To the extent that there is a conflict between these Terms of Use and any Additional Terms, the Additional Terms shall govern. These Terms of Use will remain in full force and effect as long as you

are a user of the Site and, in the event of termination of any product, service or feature, you will still be bound by your obligations under these Terms of Use, the Privacy Statement, the Copyright Statement and any Additional Terms.

6.1 Calendar Synchronization (Optional Feature)

SwingMatch may offer optional calendar synchronization features that allow users to connect a third-party calendar service (such as Google Calendar) to help manage availability and reduce scheduling conflicts.

By enabling calendar synchronization, you authorize SwingMatch to access, read, and update calendar data as necessary to provide this feature, in accordance with your settings and permissions. Calendar synchronization is optional and may be disabled at any time.

SwingMatch does not guarantee the accuracy or availability of calendar synchronization and is not responsible for scheduling conflicts, errors, omissions, or issues resulting from third-party calendar services, revoked permissions, user-made changes, or service outages.

7. SMS-Based Account Access and Communications

SwingMatch Golf Inc. uses SMS messaging as part of account access and to deliver transactional notifications related to lessons and account activity.

By providing a mobile phone number and creating or accessing an account, you consent to receive transactional SMS messages from SwingMatch Golf Inc., including authentication messages, lesson confirmations, reminders, schedule updates, and payment-related notifications. Message frequency varies based on activity. Message and data rates may apply.

Users may opt out of non-essential SMS notifications by replying STOP to a message. Users may reply HELP for assistance. Opting out of non-essential messages does not affect required account access or security-related communications.

Consent to receive transactional SMS messages is not a condition of purchasing goods or services from SwingMatch Golf Inc.

8. Click-Through Agreements

Before you use certain areas of the Site, you may be asked to indicate your acceptance of certain special terms and conditions by clicking on a button marked "OK" or "I agree". Any special terms and conditions to which you agree will supplement and amend these Terms of Use.

9. Links to Third-Party Sites

Use of certain links on the Site will direct you away from the Site to third party websites. Such third-party websites are not under the control of SwingMatch Golf, and SwingMatch Golf is not responsible for the contents of any such website, or any link contained in such website. The third-party links included on the Site are provided for your convenience, and the inclusion of such links does not imply a recommendation or endorsement by SwingMatch Golf of any such website or the products or services offered therein.

10. Privacy and Personal Information

We may use your email address to verify your identity, protect against fraud, and contact you. In addition, we may use it to send you updates about your user account, new products and services, and Site updates. Your personal information will not be released to any third party. The list of Site members will not be bought, sold, loaned, re-appropriated, re-used, given or provided outside of SwingMatch Golf for any reason. Any information you may receive from a third party via the Site will be facilitated and sent through SwingMatch Golf, not through the third party.

Personal information submitted by users to the Site may be employed for the purposes of maintaining the integrity of the Site and its contents, contacting our users when necessary, and improving the quality of service provided by the Site. SwingMatch Golf servers also collect information specific to how you use the Internet. SwingMatch Golf servers note details such as the server you are logged onto and your IP address. This information is obtained solely for the purpose of maintaining the Site's integrity and improving our service. We also may ask you for more personal information from time to time in a survey format. This information is specifically used to ensure that the Site is up-to-date and relevant, and that the products and services provided to you in advertising format are relevant and of interest to you. Any information used as demographics will not reveal the source, and will be kept secure. This further information provided by you is on an optional basis.

SwingMatch Golf will employ a data measurement service for tracking the performance of an ad on behalf of the advertiser. The information collected will not contain personal elements, and will only be shared with that particular advertiser.

SwingMatch Golf reserves the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Site(s). While we make every effort to ensure the integrity and security of our network and systems, we cannot guarantee that our security measures will prevent third-party "hackers" from illegally obtaining this information.

For more information about SwingMatch Golf's treatment and protection of personal information, please read our privacy policy which can be found on the Site or by email request to swingmatch.info@gmail.com. This policy explains how SwingMatch Golf treats your personal information, and protects your privacy, when you use the Site.

Questions or requests with respect to your personal information may be sent via email to swingmatch.info@gmail.com.

11. Ownership of Intellectual Property Rights

The Site together with all trade-marks and other intellectual property displayed, distributed, or otherwise made available via the Site, is the exclusive property of SwingMatch Golf, and its successors, assigns, licensors, and/or suppliers. Unless you have agreed otherwise in writing with SwingMatch Golf, nothing in these Terms of Use gives you a right to use any of the Contents, SwingMatch Golf's trade-marks or other intellectual property of SwingMatch Golf. You may not assign or transfer any of the Contents and you may not grant a license to use or access the Site to any party.

You may use the Site and the Contents solely for your non-commercial and limited personal use and for no other purposes.

No information or statement contained in these Terms of Use or the Site shall be construed as conferring, directly or by implication, estoppel or otherwise, any license or right under any patent, copyright, trademark, or other intellectual property right of SwingMatch Golf or any third party. You must not alter, delete, or conceal any copyright or other notices contained on the Site, including notices on any of the Contents that you are permitted to download, transmit, display, print, or reproduce from the Site.

You may not allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Contents without the express prior written consent of SwingMatch Golf or its owner if SwingMatch Golf is not the owner.

Any unauthorized or prohibited use of any Contents may subject you to civil liability, criminal prosecution, or both, under applicable federal, provincial, state and local laws.

You may link to our homepage provided the link is fair, legal, and does not damage or take advantage of our reputation.

The limited rights granted to you under these Terms of Use may be revoked by SwingMatch Golf at any time for any reason whatsoever.

Links to third party websites on the Site are provided solely as a convenience to you. If you use these links, you will leave the Site. SwingMatch Golf does not control and is not responsible for any of such third-party websites, their content or their policies, including, without limitation, privacy policies or lack thereof. SwingMatch Golf does not endorse or make any representations about such third-party websites, or any information, software, products and services located there, or any results that may be obtained from using such software, products and services. If you decide to access any of the third-party websites linked to the Site, you do so entirely at your own risk. You acknowledge and agree that SwingMatch Golf shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with the use of or reliance on any such third-party websites.

12. Intellectual Property Infringement

We take intellectual property rights, both our own and others, very seriously.

If you are an owner of intellectual property (or the owner's authorized agent) and believe that any of the Contents or the Site infringes your intellectual property, please notify us using the following procedure:

Please send a written notice of intellectual property infringement to: 8923 120 ST NW, Edmonton, AB T6G 1X6

In your written notice, please provide the following information:

- Identification of the intellectual property claimed to have been infringed;
- Identification of the Contents that you claim are infringing your intellectual property;
- Information sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;

- A statement that you believe that use of the Contents in the manner complained of is not authorized by the owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are the owner or are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

13. Lesson Cancellations, Refunds, and Instructor Policies

SwingMatch Golf provides a technology platform that enables Golfers to discover and book lessons with independent Instructors. SwingMatch does not establish, enforce, or administer lesson cancellation, refund, rescheduling, or no-show policies.

13.1 Instructor-Controlled Policies

Each Instructor is solely responsible for:

- Establishing and communicating their own cancellation, rescheduling, refund, and no-show policies;
- Determining whether a refund, credit, or rescheduled lesson is offered in any circumstance, including but not limited to weather conditions, late arrivals, cancellations, or no-shows;
- Applying and enforcing such policies consistently with applicable law.

Instructor policies may vary and are determined exclusively by the Instructor.

13.2 Refunds and Payment Disputes

All lesson payments are transactions solely between the Golfer and the Instructor. Any refunds, credits, or adjustments are handled directly by the Instructor through their own Stripe account or through payment methods used by the Instructor outside the SwingMatch platform.

Lessons that do not require upfront payment through the platform may be booked and paid for entirely outside of SwingMatch, in which case SwingMatch does not process the payment, does not collect platform fees, and bears no responsibility or liability for such transactions.

SwingMatch:

- Does not issue refunds for lessons;
- Does not process or approve refund requests;
- Does not guarantee that any refund, credit, or rescheduling will be provided; and
- Is not responsible for resolving disputes related to lesson services, cancellations, or Instructor policies.

Any payment disputes, chargebacks, or claims initiated by a Golfer are between the Golfer, the Instructor, and the applicable payment processor (including Stripe).

13.3 Weather, Late Arrivals, and No-Shows

Decisions related to lesson cancellations, delays, shortened lessons, or rescheduling due to weather conditions, late arrivals, or no-shows are made solely by the Instructor in accordance with their own policies and professional judgment.

SwingMatch is not a party to such decisions and bears no responsibility for their outcome.

13.4 No Platform Liability

SwingMatch shall not be liable for:

- An Instructor's failure to provide a refund or credit;
- Any dissatisfaction with an Instructor's cancellation or refund policy;
- Any loss arising from a cancelled, rescheduled, shortened, or missed lesson.

Golfers acknowledge that by booking a lesson through the platform, they enter into a direct service relationship with the Instructor and agree to be bound by the Instructor's applicable policies.

14. Money Back Guarantee

The SwingMatch Money-Back Guarantee applies solely to subscription fees paid directly to SwingMatch Golf Inc. for access to the SwingMatch platform.

For clarity, the Money-Back Guarantee does not apply to golf lessons or instructor services. SwingMatch Golf Inc. does not guarantee outcomes related to lesson bookings, revenue generation, instructor performance, or business results.

The Money-Back Guarantee does not apply to:

- Individual lessons, lesson packages, camps, clinics, group lessons, or playing lessons;
- Services provided by independent Instructors;
- Payments made directly to Instructors, whether processed through the Site or otherwise;
- Booking fees or third-party payment processing fees.

Eligibility for a refund under the Money-Back Guarantee is subject to the conditions, requirements, and time limits described on the SwingMatch website at:

<https://swingmatchgolf.com/moneyback/>

Any approved refund issued under the Money-Back Guarantee will exclude non-refundable payment processing fees, which are currently approximately 3.5% + \$0.30 of the total transaction amount, dependent on payment method and location.

SwingMatch Golf Inc. reserves the right to deny refund requests that do not meet the stated eligibility criteria, are submitted outside the applicable time window, or involve misuse, abuse, or violation of these Terms of Use.

The Money-Back Guarantee is a limited offer related to platform access only and does not modify the independent contractor relationship between Golfers and Instructors.

15. Third-Party Information

Any third-party content, data or publications made available through the Site are furnished by SwingMatch Golf on an as-is basis for your convenience and information. Any opinions, advice, statements, services, offers, or other information made available by third parties, including program hosts, information providers, or any user of the Site, are those of the respective author(s) or publisher(s) and not of SwingMatch Golf. SWINGMATCH GOLF DISCLAIMS ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE INFORMATION IN SUCH PUBLICATIONS IS ACCURATE OR COMPLETE.

16. No Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK AND THAT THE SITE AND THE CONTENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE."

IN PARTICULAR, SWINGMATCH GOLF AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (a) YOUR USE OF THE SITE WILL MEET YOUR REQUIREMENTS,
- (b) YOUR USE OF THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SITE WILL BE ACCURATE OR RELIABLE, AND
- (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SITE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER 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 SWINGMATCH GOLF OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

SWINGMATCH FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

17. Limitation of Liability

SUBJECT TO SECTION 16 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SWINGMATCH GOLF, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOSS OF GOODWILL OR BUSINESS REPUTATION, LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS; AND
- (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (i) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SITE;
 - (ii) ANY CHANGES WHICH SWINGMATCH GOLF MAY MAKE TO THE SITE, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SITE (OR ANY FEATURES WITHIN THE SITE);
 - (iii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY USER CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SITE;
 - (iv) YOUR FAILURE TO PROVIDE SWINGMATCH GOLF WITH ACCURATE ACCOUNT INFORMATION;
 - (v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.
 - (vi) TO THE FULLEST EXTENT PERMITTED BY LAW, SWINGMATCH GOLF INC. (THE "COMPANY") EXPRESSLY DISCLAIMS ALL LIABILITY FOR ANY INJURY, HARM, OR DAMAGES (INCLUDING PHYSICAL INJURIES, PROPERTY DAMAGE, OR ECONOMIC LOSSES) ARISING OUT OF OR RELATED TO THE CONDUCT, ACTS, OMISSIONS, REPRESENTATIONS, OR SERVICES PROVIDED BY INDEPENDENT INSTRUCTORS ("INSTRUCTORS") ENGAGED THROUGH THE SITE. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALIFICATIONS, CONDUCT, OR PERFORMANCE OF ANY INSTRUCTOR AND DOES NOT SUPERVISE, DIRECT, OR CONTROL THEIR ACTIVITIES. GOLFERS ACKNOWLEDGE AND AGREE THAT THEY RELEASE, WAIVE, AND DISCHARGE ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION AGAINST BOTH THE COMPANY AND THE INSTRUCTORS FOR ANY INJURY OR DAMAGES ARISING FROM PARTICIPATION IN LESSONS ARRANGED THROUGH THE SITE, EXCEPT TO THE EXTENT ARISING FROM GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR OTHER LIABILITY THAT CANNOT LEGALLY BE WAIVED. GOLF IS A PHYSICALLY DEMANDING ACTIVITY INVOLVING

INHERENT RISKS, INCLUDING BUT NOT LIMITED TO THE RISK OF PHYSICAL INJURY, AND BY USING THE SITE AND ENGAGING IN ANY LESSONS, YOU ACKNOWLEDGE AND VOLUNTARILY ASSUME ALL SUCH RISKS. IN NO EVENT SHALL THE COMPANY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE USE OF THE SITE OR THE SERVICES EXCEED ONE HUNDRED CANADIAN DOLLARS (CAD \$100). SIMILARLY, IN NO EVENT SHALL ANY INSTRUCTOR'S TOTAL AGGREGATE LIABILITY TO ANY GOLFER ARISING OUT OF OR RELATING TO SERVICES ARRANGED THROUGH THE SITE EXCEED THE TOTAL AMOUNT PAID BY THE GOLFER TO THAT INSTRUCTOR FOR THE SPECIFIC LESSON OR PACKAGE GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND APPLIES EVEN IF THE COMPANY OR THE INSTRUCTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS CLAUSE SHALL LIMIT LIABILITY FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ANY LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

THE LIMITATIONS ON SWINGMATCH GOLF'S LIABILITY TO YOU IN THIS SECTION SHALL APPLY WHETHER OR NOT SWINGMATCH GOLF HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

18. Termination

We may terminate your use of the Site and/or access to the Contents, features, functionality, products and services made available in connection therewith, at any time and for any reason, with or without cause, without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party.

If you want to terminate your account with SwingMatch Golf, you may do so by closing your account, where SwingMatch Golf has made this option available to you.

SwingMatch Golf may at any time, terminate your use of the Site if:

- (a) you have breached any provision of these Terms of Use (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms of Use);
- (b) SwingMatch Golf is required to do so by law (for example, where the provision of the Site to you is, or becomes, unlawful);
- (c) the partner with whom SwingMatch Golf offered the services to you has terminated its relationship with SwingMatch Golf or ceased to offer the services to you;
- (d) SwingMatch Golf is transitioning to no longer providing the Site to users in the country in which you are resident or from which you use the Site; or
- (e) the provision of the Site to you by SwingMatch Golf is, in SwingMatch Golf's opinion, no longer commercially viable.

When these Terms of Use come to an end, all of the legal rights, obligations and liabilities that you and SwingMatch Golf have benefited from, been subject to (or which have accrued over time while the Terms of Use have been in force) or which are expressed to continue indefinitely, shall be unaffected by such termination.

19. Indemnification

You agree to indemnify, defend, and hold harmless SwingMatch Golf and its successors and assigns, and any of their respective officers, directors, employees, members, agents, representatives, licensors, advertisers, and suppliers from any liability, loss, claim, and expense (including reasonable legal fees) related to (a) your violation of these Terms of Use, and (b) your use of the Site.

We reserve the right to assume, at our sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement, or compromise, and you agree to fully cooperate with us in the defense of any such claim, action, settlement or compromise negotiations, as we may request.

20. General

These Terms of Use, together with any Additional Terms, the Privacy Statement and the Copyright Statement constitute the entire agreement between you and SwingMatch Golf relating to your use and our provision of the Site.

You agree that SwingMatch Golf may provide you with notices, including those regarding changes to these Terms of Use, by email, regular mail, or postings on the Site.

You agree that if SwingMatch Golf does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which SwingMatch Golf has the benefit of under any applicable law), this will not be taken to be a formal waiver of SwingMatch Golf's rights and that those rights or remedies will still be available to SwingMatch Golf.

If any provision of these Terms of Use is held to be illegal, invalid or unenforceable, this will not affect any other provision of these Terms of Use and the agreement between you and us will be deemed amended to the extent necessary to make it legal, valid, and enforceable.

The laws of the Province of Alberta and the federal laws applicable therein shall govern these Terms of Use in all respects, without giving effect to conflicts of laws principles.

No e-mail address found on the Site may be harvested or otherwise used for purposes of solicitation.

21. Obtaining SwingMatch Golf's Consent

To request the consent of SwingMatch Golf for any of the actions for which such consent is required under these Terms of Use, please send an e-mail to swingmatch.info@gmail.com. SwingMatch Golf reserves the right to refuse any such requests in its sole discretion.