

GOLFSTATUS TERMS OF SERVICE

1. LICENSE

1.1. Governing Agreement

The terms of this agreement (“Terms of Service”) govern the relationship between you and GolfStatus, LLC. (hereinafter “GolfStatus” or “Us” or “We”), which includes GolfStatus software API’s, email notifications, applications, buttons and websites (the “Services”); and any information, text graphics, photos, or other material uploaded, downloaded or appearing on the services (collectively referred to as “Content”).

By creating an account, accessing or using the Services you accept and agree to be bound by these Terms of Service and consent to the collection, use and storage of your information as outlined in GolfStatus’s Privacy Policy.

1.2. Privacy Policy

Your use of the Service is also governed by GolfStatus’s Privacy Policy. Your privacy is important to GolfStatus. The Privacy Policy discloses how we collect and use your content and information and how you can use the Service to share such information with others. We encourage you to read the GolfStatus Privacy Policy, carefully, and use it to make informed decisions.

1.3. Updates to the Terms of Service and GolfStatus’s Privacy Policy

GolfStatus reserves the right to change, modify, add or remove portions of these Terms of Service or the Privacy Policy at any time by posting amended Terms of Service or an amended Privacy Policy on the GolfStatus website. You may be given additional notice of any changes, such as an e-mail message or notification within the Service. You will be deemed to have accepted any changes by continuing to use the Service. Except as otherwise stated, all amended terms shall be effective 30 days after they are initially posted. GolfStatus may also revise other policies, codes, or rules at any time, and the new versions will be available on www.golfstatus.com or within the Service. No Terms of Service or Privacy Policy amendment shall apply to any dispute that GolfStatus had actual notice of before the date of the amendment.

This agreement may only be amended by a writing hand signed by you and Us. For purposes of this provision, “writing” does not include an e-mail message and a signature does not include an electronic signature.

If at any point you do not agree to any portion of the then-current version of the Terms of Service, the Privacy Policy, or any other GolfStatus policy, rule or code of conduct relating to your use of the Service, your license to use the Service shall immediately terminate, and you must immediately stop using the Service.

To the extent the Terms of Service or Privacy Policy conflict with any other GolfStatus term, policy, rule or code of conduct, the terms contained in these Terms of Service and in the GolfStatus Privacy Policy shall govern.

1.4. Grant of a Limited License to Use the Service

Subject to your agreement and continuing compliance with these Terms of Service and any other relevant GolfStatus policies, GolfStatus grants you a non-exclusive, non-transferable, revocable limited license subject to the limitations in Sections 1.5-1.9 to access and use the Service with a GolfStatus supported web browser or mobile device solely for your own non-commercial entertainment purposes. You agree not to use the Service for any other purpose.

You understand that while at time you may “earn,” “buy,” or “purchase” (a) virtual currency, including but not limited to virtual cash or points, all for use in the Service; or (b) virtual in-game items (together with virtual currency, “Virtual Item”); these real-world terms are only being used as shorthand. You do not in fact “own” the Virtual Items and the amounts of any Virtual Item do not refer to any credit balance of real currency or its equivalent. Rather, you may purchase a limited license to use the Service, including software programs that occasionally manifest themselves as these items. The purchase and sale of the limited license referred to in these Terms of Service is a completed transaction upon receipt of your direct payment. Any “virtual currency” balance shown in your Account does not constitute a real-world balance or reflect any stored value, but instead constitutes a measurement of the extent of your license.

1.5. Accessing the Service

Before accessing or using the Service, you must agree to these Terms of Service and the Privacy Policy. You may also be required to register an account on the Service (an “Account”), have a valid account on a social networking service (“SNS”) that you use to connect to the Service, or have an account with an applications provider for your mobile device. If you are between the ages of 13 and the applicable age of majority, you represent that your legal guardian has reviewed and agreed to these Terms.

You must provide all equipment and software necessary to connect to the Service, including, but not limited to, a mobile device that is suitable to connect with and use the Service.

You are responsible for any fees, including internet connection or mobile fees that you incur when accessing the Service.

1.6. Use of the Service

The following restrictions apply to the use of the Service:

- a. You shall not create an Account or access the Service if you are under the age of 13;
- b. You shall monitor your Account to restrict use by minors, and you will deny access to children under the age of 13. You accept full responsibility for any unauthorized use of the Service by minors. You are responsible for any use of your credit card or other payment instrument (e.g. Paypal) by minors;
- c. You shall not have more than one Account, per platform or SNS, at any given time, and shall not create an Account with a false identity, false information, or on behalf of someone other than yourself;
- d. You shall not create an Account or use the Service if you are a convicted sex offender;
- e. You shall not have an Account or use the Service if you have previously been removed or banned by GolfStatus;
- f. You shall use your Account only for non-commercial purposes;
- g. You shall not use your Account to advertise, solicit, or transmit any commercial advertisements, including chain letters, junk e-mail or repetitive messages to anyone;
- h. You shall not use your Account to engage in any illegal conduct;
- i. You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account or any virtual items or virtual currency associated with your Account to anyone without GolfStatus’s written permission;
- j. You shall not access or use an Account which has been rented, leased, sold, traded, gifted, bequeathed, or otherwise transferred from the Account creator without GolfStatus’s permission; and
- k. If you access the Service from an SNS you shall comply with its terms of service as well as these Terms of Service.

1.7. Account Information

When creating or updating an Account on the Service, you are required to provide GolfStatus with certain personal information, which may include your name, birth date, e-mail address, and, in some cases, payment information. GolfStatus will hold and use this information in accordance with GolfStatus’s Privacy Policy. You agree that you will supply accurate and complete information to GolfStatus, and that you will update that information promptly after it changes.

1.8. Username and Password

During the Account creation process, you will be required to select a password (“Login Information”). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, nor let anyone else access your account or do anything else that might jeopardize the security of your Account;
- b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify GolfStatus and modify your Login Information;

- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d. You are responsible for anything that happens through your Account.
- e. You should use strong passwords.
- f. GolfStatus cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

GolfStatus reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to claims by a third party that a username violates the third party's rights.

1.9. License Limitations

Any use of the Service in violation of these License Limitations is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1.4, and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE SERVICE INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF GOLFSTATUS IS A VIOLATION OF GOLFSTATUS POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS.

You agree that you will not, under any circumstances:

- a. Engage in any act that GolfStatus deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms, service mechanics or policies;
- b. Make improper use of GolfStatus's support services, including by submitting false abuse reports; or
- c. Use the Services in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

CHEATING AND HACKING - You agree that you will not, under any circumstances:

- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third-party software designed to modify or interfere with the Services, or any GolfStatus experience;
- e. Use the Services in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third-party software designed to modify or interfere with the Services or any GolfStatus experience;
- f. Without GolfStatus's express written consent, modify or cause to be modified any files that are a part of the Services;
- g. Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer or server used to offer or support the Services (each a "Server"); or (2) the enjoyment of the Services by any other person;
- h. Institute, assist, or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Services; or
- i. Attempt to gain unauthorized access to the Services, Accounts registered to others or to the computers, Servers, or networks connected to the Service by any means other than the user interface provided by GolfStatus, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Services;

OFFENSIVE OR INFRINGING CONTENT - You agree that you will not, under any circumstances:

- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;

l. Attempt to harass, abuse, harm, advocate, incite harassment, abuse, or harm another person or group, including GolfStatus employees; or

m. Make available through the Services any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a GolfStatus employee;

COMMERCIAL ACTIVITY - You agree that you will not, under any circumstances:

n. Without GolfStatus's express written consent, use the Service for any commercial purpose, including but not limited to, (1) permitting, authorizing, or offering use of the Service or any part thereof at a cyber café, computer gaming center or any other commercial establishment provided however that, for clarity, providing the means for users to access the Internet is not prohibited by the forgoing, (2) communicating or facilitating any commercial advertisement or solicitation, or (3) gathering virtual currency items or resources for sale;

o. Use the Service or any part thereof for performing services, such as power-leveling and item collection services, in exchange for payment outside the Services;

p. Transmit unauthorized communications through the Services, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items; or

UNAUTHORIZED USE OR CONNECTION TO THE SERVICE - You agree that you will not, under any circumstances:

q. Interfere or attempt to interfere with the proper functioning of the Services, connect to, or use the Service in any way not expressly permitted by these Terms of Services;

r. Use any unauthorized third-party software that accesses, intercepts, "mines," or otherwise collects information from or through the Service or that is in transit from or to the Service, including, without limitation, any software that reads areas of RAM or streams of network traffic used by the Service to store information about the GolfStatus characters, elements, or environment. GolfStatus may, at its sole and absolute discretion, allow the use of certain third party user interfaces;

s. Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server, or the Services, whether through the use of a network analyzer, packet sniffer or other device;

t. Make any automated use of the system, or take any action that imposes or may impose an unreasonable or disproportionately large load on our infrastructure;

u. Bypass any measures we take to restrict access to the service or use any software, technology, or device to send content or messages, scrape, spider, crawl the Services, or harvest or manipulate data;

v. Use, facilitate, create, or maintain any unauthorized connection to the Services, including without limitation (1) any connection to any unauthorized server that emulates, or attempts to emulate any part of the Services, or (2) any connection using programs, tools, or software not expressly approved by GolfStatus;

w. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide the Services or to obtain any information from the Services using any method not expressly permitted by GolfStatus; or

x. Copy, modify or distribute rights or content from any GolfStatus site, or GolfStatus's copyrights or trademarks or use any method to copy or distribute the content of the Services except as specifically allowed in these Terms of Service;

COLLECTION AND PUBLICATION OF PERSONAL INFORMATION - You agree that you will not, under any circumstances:

y. Solicit or attempt to solicit personal information from other users of the Services;

z. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Services; or

aa. upload or transmit (or attempt to upload or to transmit), without GolfStatus's express permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation, clear graphics interchange formats ("gifs"), 1x1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.10. Suspension and Termination of Account and Services

WITHOUT LIMITING ANY OTHER REMEDIES, GOLFSTATUS MAY LIMIT, SUSPEND, TERMINATE, MODIFY, OR DELETE ACCOUNTS OR ACCESS TO GOLFSTATUS SERVICES OR PORTIONS THEREOF IF YOU ARE, OR GOLFSTATUS SUSPECTS THAT YOU ARE, FAILING TO COMPLY WITH ANY OF THESE TERMS OF SERVICE OR FOR ANY ACTUAL OR SUSPECTED ILLEGAL OR IMPROPER USE OF THE SERVICE, WITH OR WITHOUT NOTICE TO YOU. YOU CAN LOSE YOUR USER NAME AND PERSONA AS A RESULT OF ACCOUNT TERMINATION OR LIMITATION, AS WELL AS ANY BENEFITS, PRIVILEGES, EARNED ITEMS AND PURCHASED ITEMS ASSOCIATED WITH YOUR USE OF THE SERVICES, AND GOLFSTATUS IS UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY SUCH LOSSES OR RESULTS.

WITHOUT LIMITING OUR OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICES AND USER ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SERVICES AND ITS CONTENT, DELAY OR REMOVE HOSTED CONTENT, AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT THE USER IS CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES. ADDITIONALLY, WE MAY, IN APPROPRIATE CIRCUMSTANCES AND AT OUR SOLE DISCRETION, SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO MAY BE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

GolfStatus reserves the right to stop offering and/or supporting the Services or part thereof at any time, at which point your license to use the Services or a part thereof will be automatically terminated. In such event, GolfStatus shall not be required to provide refunds, benefits or other compensation to users in connection with such discontinued Services.

Termination of your Account can include disabling your access to the Services or any part thereof including any content you submitted or others submitted.

You may cancel any Account registered to you at any time by emailing support@golfstatus.com

1.11. Ownership

1.11.1. The Service

The Services (including, without limitation, any titles, computer code, themes, objects, characters, character names, stories, dialogue, catch phrases, concepts, artwork, animations, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, documentation, in-service text transcripts, character profile information and the GolfStatus server software) are copyrighted works owned by GolfStatus, Inc. GolfStatus reserves all rights, including without limitation, all intellectual property rights or other proprietary rights, in connection with its Services.

1.11.2. Accounts

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN THE ACCOUNT, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO THE ACCOUNT ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF GOLFSTATUS. GOLFSTATUS RESERVES THE RIGHT TO TERMINATE ANY ACCOUNT THAT HAS BEEN INACTIVE FOR 180 DAYS.

1.11.3. Virtual Items

GolfStatus owns, has licensed, or otherwise has rights to use all of the content that appears in the Service. Notwithstanding any provision to the contrary herein, you agree that you have no right or title in or to any content that appears in the Services, including without limitation the virtual goods or currency appearing or

originating in the Services, whether earned or purchased from GolfStatus, or any other attributes associated with an Account or stored on the Services.

GolfStatus prohibits and does not recognize any purported transfers of virtual property effectuated outside of the Services, or the purported sale, gift or trade in the “real world” of anything that appears or originates in the Services, unless otherwise expressly authorized by GolfStatus in writing. Accordingly, you may not trade, sell or attempt to sell virtual items or currency for “real” money, or exchange those items or currency for value of any kind outside of the Services, without GolfStatus’s written permission. Any such transfer or attempted transfer is prohibited and void, and will subject your Account to termination.

1.11.4. User Content

“User Content” means any communications, images, sounds, and all the material, data, and information that you upload or transmit through the Services, or that other users upload or transmit, including without limitation any text.

By transmitting or submitting any User Content while using the Services, you affirm, represent and warrant that such transmission or submission is (a) accurate and not confidential; (b) not in violation of any laws, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the User Content; (c) free of viruses, adware, spyware, worms or other malicious code; and (d) you acknowledge and agree that any of your personal information within such content will at all times be processed by GolfStatus in accordance with its Privacy Policy.

You hereby grant GolfStatus a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, manufacture, introduce into circulation, commercialize, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content as well as all modified and derivative works thereof. To the extent permitted by applicable laws, you hereby waive any moral rights you may have in any User Content. The license you grant Us to use user posted content (except any content you submit in response to GolfStatus promotions and competition or any other content specifically solicited by GolfStatus) ends when you delete your User Content or you close your Account unless your User content has been shared with others, and they have not deleted it. However, you understand and accept that removed content may persist in back-up copies for a reasonable period of time.

2. USER CONTENT

2.1. Content Screening

GolfStatus assumes no responsibility for the conduct of any users that submit User Content, and assumes no responsibility for monitoring the Services for inappropriate content or conduct.

We have no obligation to monitor User Content. However, We may choose at any time, in our sole discretion, to monitor the Services. We have the right, in our sole discretion, to edit, refuse to post, or remove any User Content and We may monitor and/or record your interaction with the Services or communications when you are using the Services. By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording.

By entering into these Terms of Service, you hereby provide your irrevocable consent to such monitoring and recording. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any User Content, including without limitation text or voice communications.

If at any time GolfStatus chooses, in its sole discretion, to monitor the Services, GolfStatus nonetheless assumes no responsibility for User Content and assumes no obligation to modify or remove any inappropriate User Content. We have the right, but not the obligation, in our sole discretion to edit, refuse to post, or remove any User Content.

If you submit suggestions, proposals, comments or other materials (collectively, “Submissions”) within the Services you understand and agree that GolfStatus (1) shall have no obligation to keep your Submissions

confidential; (2) shall have no obligation to return your Submissions or respond in any way, and (3) may use your Submissions for any purpose in any way without notice or compensation to you.

2.2. Information Use by Other Members of the Service

2.2.1. Public Discourse

The Service may include various forums, blogs and chat features where you can post User Content, including your observations and comments on designated topics. GolfStatus cannot guarantee that other members will not use the ideas and information that you share. Therefore, if you have an idea or information that you would like to keep confidential and/or do not want others to use, do not post it on the Service. GolfStatus shall have no responsibility to evaluate, use or compensate you for any ideas or information you may choose to submit.

GOLFSTATUS IS NOT RESPONSIBLE FOR A MEMBER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST ON, THROUGH, OR IN CONNECTION WITH THE SERVICE.

2.2.2. Responsible For Your Own Content

You are solely responsible for the information that you post on, through or in connection with the Services and that you provide to others.

Information, materials, products or services provided by other users may, in whole or in part, be unauthorized, impermissible or otherwise violate these Terms of Service, and GolfStatus assumes no responsibility or liability for this material. If you become aware of misuse of the Services by any person, please contact Us.

GolfStatus may reject, refuse to post or delete any User Content for any or no reason, including, but not limited to, User Content that in the sole judgment of GolfStatus violates these Terms of Service.

GolfStatus reserves the right to limit the storage capacity of User Content that you post on, through or in connection with the Services.

2.3. Disclosure

You expressly agree that We have the right, at all times, and at our sole discretion, to disclose any user content and other information (including without limitation text, voice communications, IP addresses and your personal information): (a) in response to legal process (for example, a court order, search warrant or subpoena) when We have a good faith belief that the information is required to be disclosed in response to legal process; (b) to allow Us to satisfy any applicable law, regulation or governmental request; (c) to allow Us to enforce these Terms of Service, the GolfStatus Privacy Policy or any other agreement, terms or policy relating to the Services; (d) to protect our legal rights and remedies; (e) in other circumstances in which We believe the Service is being used in the commission of a crime (including exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction) and for the purpose of reporting the same to the appropriate authorities; (f) to report any other suspected crime or other offensive behavior to the appropriate authorities; (g) when We have a good faith belief that there is a threat to the health and/or safety of you or another person; or (h) when necessary either to protect the rights or property of GolfStatus, or for Us to render the Services you have requested.

2.4. User Interactions

2.4.1 User Disputes

You are solely responsible for your interactions with other users of the Services and any other parties with whom you interact through the Services. GolfStatus reserves the right, but has no obligation, to become involved in any way with these disputes.

2.4.2 Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

2.5 Additional Uses

Such additional uses by GolfStatus, or other companies organizations or individuals who partner with GolfStatus, may be made with no compensation paid to you with respect to the Content that you submit, post, transmit, or otherwise make available for through the Services.

3. FEES AND PURCHASE TERMS

3.1. Purchases

In the Service you may purchase, with “real world” money, a license to use (a) “Virtual Items,” including but not limited to virtual currency, or points; and (b) other goods or services (“Merchandise”).

ALL PURCHASES AND REDEMPTIONS OF THIRD PARTY VIRTUAL CURRENCY MADE THROUGH THE SERVICE ARE NON-REFUNDABLE.

You may be able to purchase Virtual Items by visiting the purchase page on our Services, providing your billing information, confirming the of your purchase and re-affirming your agreement to these Terms. When you place an order to purchase Virtual Items from our Services, we may send you a confirmation e-mail that will contain details of the items you have ordered. Please check that the details in the confirmation e-mail are correct as soon as possible and maintain a copy of it for your records. GolfStatus keeps records of transactions in order to deal with any subsequent queries.

For Virtual Items, your order will represent an offer to us to purchase the relevant product(s) which will be accepted by us when we make the Virtual Items available in your account for you to use in our Service or debit your credit card, whichever comes first.

The provision of Virtual Items for use in GolfStatus is a service provided by GolfStatus that commences immediately upon acceptance by GolfStatus of your purchase. By ordering Virtual Items you agree and accept that GolfStatus will provide them to you immediately following completion of your purchase. If you reside in the European Union and you purchase a product or service from GolfStatus, you have the right to withdraw from a purchase within seven calendar days, commencing on the day after the date of purchase (the “Cooling Off Period”). However, you lose your right of withdrawal if the performance of the services begins before the end of the Cooling Off Period. Accordingly, please note that if you purchase Virtual Items from us, your right of withdrawal is lost as the performance of our services begins immediately once your purchase is completed.

3.2. Payment of Fees

You agree to pay all fees and applicable taxes incurred by you or anyone using an Account registered to you. GolfStatus may revise the pricing for the goods and services offered through the Service at any time. **YOU ACKNOWLEDGE THAT GOLFSTATUS IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED VIRTUAL ITEMS WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.**

4. THIRD-PARTY ADVERTISING

4.1. Third-Party Advertisements

You understand that the Service may feature advertisements or rewards from GolfStatus or third parties. GolfStatus’s disclosure of information for third-party advertising or rewards is addressed in the Privacy Policy.

4.2. Links to Third Party Sites And Dealings With Advertisers

GolfStatus may provide links on the Service to third party websites or vendors who may invite you to participate in a promotional offer in return for receiving optional Services and/or upgrades (such as virtual currency). Any charges or obligations you incur in your dealings with these third parties are your responsibility. GolfStatus makes no representation or warranty regarding any content, goods and/or services provided by any third party even if linked from our Services, and will not be liable for any claim relating to any third-party content, goods and/or services. The linked sites are not under the control of GolfStatus and may collect data or solicit personal information from you. GolfStatus is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by GolfStatus of these linked sites.

5. COPYRIGHT NOTICES/COMPLAINTS

GolfStatus respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, GolfStatus will also terminate a user's account if the user is determined to be a repeat infringer. Our designated copyright agent for notice of alleged copyright infringement appearing on the Services is:

GolfStatus, LLC
Attn: LEGAL DEPARTMENT
P.O. Box 82545
Lincoln, NE 68501-5310

6. UPDATES TO THE SERVICE

You understand that the Service is an evolving one. GolfStatus may require that you accept updates to the Services. You acknowledge and agree that GolfStatus may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Service.

7. DISCLAIMERS/LIMITATIONS/WAIVERS/INDEMNIFICATION

7.1. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED WARRANTY PERIOD THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

WITHOUT LIMITING THE FOREGOING, NEITHER GOLFSTATUS NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "GOLFSTATUS PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

7.2. LIMITATIONS; WAIVERS OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE GOLFSTATUS PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF PROFITS, GOODWILL OR DATA, IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

PARTICIPATING IN ANY PHYSICAL ACTIVITY INVOLVES SOME RISK OF PHYSICAL INJURY OR DEATH. GOLFSTATUS PARTIES DO NOT ASSUME ANY RESPONSIBILITY FOR THE CONTENT OF GOLFSTATUS, FOR THE BEHAVIOR OF USERS, OR FOR ANY OTHER RISK OF BODILY INJURY OR DEATH ARISING IN CONNECTION WITH USING GOLFSTATUS. GOLFSTATUS PARTIES ARE NOT RESPONSIBLE FOR ENSURING ACCESS TO THE LOCATIONS WHERE GOLFSTATUS IS USED. USERS PARTICIPATE IN GOLFSTATUS AT THEIR OWN RISK.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE GOLFSTATUS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE GOLFSTATUS PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

UNDER NO CIRCUMSTANCES WILL THE GOLFSTATUS PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID GOLFSTATUS IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID GOLFSTATUS ANY AMOUNTS IN THE ONE HUNDRED AND EIGHTY DAYS (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH GOLFSTATUS IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU. IN PARTICULAR, NOTHING IN THESE TERMS SHALL AFFECT THE STATUTORY RIGHTS OF ANY CONSUMER OR EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR SPECIAL INJURY ARISING FROM ANY NEGLIGENCE OR FRAUD OF GOLFSTATUS.

7.3. Indemnification

You agree to indemnify, save, and hold GolfStatus, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. GolfStatus reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify GolfStatus, and you agree to cooperate with GolfStatus's defense of these claims. GolfStatus will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

You agree that the provisions in this paragraph will survive any termination of your Account(s) or of the Service.

8. DISPUTE RESOLUTION

8.1. General

If a dispute arises between you and GolfStatus, our goal is to provide you with a neutral and cost-effective means of resolving the dispute quickly. Accordingly, you and GolfStatus agree that we will resolve any claim or controversy at law or equity that arises out of this Agreement or our services (a "Claim") in accordance with one of the subsections below or as we otherwise agree with you in writing. Before resorting to these alternatives, We strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

8.2. Law and Forum for Legal Disputes

If you are a resident of the United States this Agreement and any dispute arising out of or related to it or the Service shall be governed in all respects by the laws of the State of Nebraska as they apply to agreements entered into and to be performed entirely within Nebraska between Nebraska residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against GolfStatus, must be

resolved exclusively by a state or federal court located in Nebraska, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You consent to the personal jurisdiction of such courts over you, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If you choose to gain access to the Service from locations other than Nebraska, you will be responsible for compliance with all local laws of any such other location, and in no event will you use the Service in violation of U.S. export laws or regulations.

8.3. Arbitration Option

For any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution (“ADR”) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

8.4. Improperly Filed Claims

All claims you bring against GolfStatus must be resolved in accordance with this Legal Disputes Section. All claims filed or brought contrary to Section 8.2 shall be considered improperly filed. Should you file a claim contrary to Section 8.2, GolfStatus shall be entitled to recover attorney’s fees and costs up to \$1000, provided that GolfStatus has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

9. SEVERABILITY

You and GolfStatus agree that if any portion of these Terms of Service or of the GolfStatus Privacy Policy is found illegal or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which shall continue to be in full force and effect.

10. GENERAL PROVISIONS

10.1. Assignment

GolfStatus may assign or delegate these Terms of Service and/or the Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Service or Privacy Policy without GolfStatus’s prior written consent, and any unauthorized assignment and delegation by you is ineffective.

10.2. Supplemental Policies

GolfStatus may publish additional policies related to specific services such as forums, contests, advertising or loyalty programs. Your right to use the service is subject to those specific policies and these Terms of Service.

10.3. Entire Agreement

These Terms of Service, any supplemental policies and any documents expressly incorporated by reference herein (including the GolfStatus Privacy Policy), contain the entire understanding you and Us, and supersede all prior understandings, whether electronic, oral or written, or whether established by custom, practice, policy or precedent, between you and Us with respect to the Service.

10.4. No Waiver

GolfStatus’s failure to require or enforce strict performance of any provision of these Terms of Service or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or

relinquishment of GolfStatus's right to assert or rely upon any such provision or right in that or any other instance.

GolfStatus's express waiver of any provision, condition, or requirement of these Terms of Service or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Except as expressly and specifically set forth in these Terms of Service, no representations, statements, consents, waivers, or other acts or omissions by GolfStatus shall be deemed a modification of these Terms of Service nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed GolfStatus officer.

10.5. Notices

GolfStatus may provide notifications to you via postings on www.golfstatus.com, e-mail or any other communication means directed to contact information that you provide. Any notice that you provide GolfStatus shall be in writing and addressed to: GolfStatus Attn: LEGAL DEPARTMENT P.O. Box 82545 Lincoln, NE 68501-5310. Any notices that you provide without compliance with this Section shall have no legal effect.

10.6. Equitable Remedies

You acknowledge that the rights granted and obligations made under these Terms of Service to GolfStatus are unique and irreplaceable, and GolfStatus shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in addition to monetary damages.

You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service and agree to limit your claims to claims for monetary damages, limited by Section 7.2 (if any).

10.7. Force Majeure

GolfStatus shall not be liable for any delay or failure to perform caused by factors outside the reasonable control of GolfStatus, including without limitation any failure to perform hereunder due to unforeseen circumstances beyond GolfStatus's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

11. PROVISIONS PERTAINING TO APPLE

11.1. Acknowledgement

GolfStatus and the end-user acknowledge that this End User License Agreement ("EULA") is concluded between GolfStatus and the end-user only, and not with Apple, and GolfStatus, not Apple, is solely responsible for the Licensed Application and the content thereof.

11.2. Scope of License

The license granted to the end-user for the Licensed Application is limited to a non-transferable license to use the Licensed Application on any Apple product that the end-user owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service.

11.3. Maintenance and Support

GolfStatus is solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. GolfStatus and the end-user acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

11.4. Warranty

GolfStatus is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Licensed Application to conform to any applicable warranty, the end-user may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end-user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be GolfStatus's sole responsibility.

11.5. Product Claims

GolfStatus and the end-user acknowledge that GolfStatus, not Apple, is responsible for addressing any claims of the end-user or any third party relating to the Licensed Application or the end-user's possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. GolfStatus also acknowledges that the EULA does not limit GolfStatus's liability to the end-user beyond what is permitted by applicable law.

11.6. Intellectual Property Rights

GolfStatus and the end-user acknowledge that, in the event of any third party claim that the Licensed Application or the end-user's possession and use of that Licensed Application infringes that third party's intellectual property rights, GolfStatus, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

11.7. Legal Compliance

The end-user represents and warrants that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

11.8. Third Party Beneficiary

GolfStatus and the end-user acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the EULA, and that, upon the end-user's acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end-user as a third party beneficiary thereof.

Effective Date of Terms: January 18, 2017.