

Terms of Use

LuxForeGolf LLC (“LuxForeGolf” “LFG” or “we”, “our” or “us”) operates the *LuxForeGolf* platform, which includes the LuxForeGolf website and all related social media pages (the foregoing, and all content, features, and materials thereon, shall hereinafter be collectively referred to as the “Platform”).

These Terms of Use include our policy for acceptable use of the Platform. These Terms of Use also incorporate, by this reference, our Privacy Policy which explains how we collect and use your and information and data, The Terms of Use, Privacy Policy and Exclusive Content License & Submission Policy collectively shall be referred to as the “Agreement” and govern your rights, obligations and restrictions regarding your use of the Platform.

By using the Platform, you agree to be bound by this Agreement.

In order to participate in certain services on the Platform (e.g., if you make a purchase or enter a contest), you may be notified that you are required to agree to additional terms and conditions. Such additional terms are hereby incorporated into this Agreement by this reference but such additional terms shall control solely for the applicable service.

We may modify this Agreement from time to time and such modification shall be effective upon posting on the Platform. You will be deemed to have agreed to any such modifications by your further use of the Platform after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes. If you do not agree with the modifications, please discontinue use of the Platform immediately.

CONTENT

Proprietary Rights

With the exception of content posted by users of the Platform (“User Content”), all materials contained on the Platform, including all content, and the software, graphics, text and look and feel of the Platform, and all trademarks, copyrights, patents and other intellectual property rights related thereto (“Proprietary Materials”), are owned or controlled by LuxForeGolf, our subsidiaries or affiliated companies, contributors, our third party licensors, and/or our advertising partners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any Proprietary Materials, or any other protectable aspects of the Platform, in whole or in part, unless specifically stated otherwise. Subject to your compliance with this Agreement and any other relevant policies related to the Platform, we grant you a non-exclusive, non-transferable, revocable limited license, subject to the limitations herein, to access and use the Platform and Proprietary Materials for your own non-commercial entertainment purposes consistent with the intended purpose of the Platform. You agree not to use the Platform for any other purpose.

Validity of Assertions

Our Platform is intended to provide you with humorous content and contains published rumors, speculations, assumptions and opinions in addition to factual information. We often are commenting on articles published by third parties. Therefore, any statements about facts not personally known to our authors should be interpreted as merely statements of alleged facts.

Third-Party Content & User Content

You acknowledge that LuxForeGolf is an online service provider that may post content provided by users. Any opinions, advice, statements, judgments, services, offers, or other information that constitutes part of the content expressed or made available by third parties, including content posted by our contributors or User Content, are those of the respective authors and not of LuxForeGolf or its affiliates or any of their officers, directors, employees, or agents. While we retain the right to filter or reject User Content and other content posted by third parties, we review User Content and other third party content in a limited gate-keeper fashion and have no obligation to investigate whether any content or other User Content violate any term of this Agreement and will not do so in most cases. We neither endorse nor are responsible for the User Content or any other content posted to the Platform by anyone other than LuxForeGolf.

Just as you retain complete ownership of Your Content (subject to the license to us granted above), all other users of the Platform retain ownership of their User Content. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any User Content in whole or in part.

CONDUCT

You, as a user, agree to use the Platform only for lawful purposes. Without limiting anything else above, specific prohibited activities include, but are not limited to:

1. depicting, encouraging or partaking in criminal or tortious activity, including fraud, trafficking in obscene or illegal material, drug dealing or using, underage drinking, gambling, violence, harassment, stalking, spamming, spimming, sending of viruses or other harmful files,
2. depicting, encouraging or partaking in dangerous activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
3. posting, uploading or sharing content that violates any of the prohibitions herein or that constitutes copyright infringement, patent infringement, or theft of trade secrets;
4. attempting to circumvent, disable or otherwise interfere with security-related features of the Platform or features that prevent or restrict use or copying of any content or enforce limitations on use of the Platform or the content therein;
5. using any software that intercepts, mines, or otherwise collects information about other users or copies and stores any Proprietary Materials (as defined below);
6. interfering with, disrupting, or creating an undue burden on the Platform or the networks or services connected to the Platform;
7. attempting to impersonate another user or person;
8. soliciting personal information from anyone under 18;
9. collecting, harvesting, soliciting or posting passwords or personally identifiable information from other users;
10. using the account, username, or password of another account holder at any time or disclosing your password to any third party or permitting any third party to access your Account;
11. using any information obtained from the Platform in order to harass, abuse, or harm another person, whether a user or a contributor;
12. using the Platform in a commercial manner.

You represent and warrant that neither your actions on the Platform nor Your Content will violate any of the prohibited conduct described above. Any conduct by you in violation of the foregoing prohibitions may result in the suspension or termination of your Account and your access to the Platform.

COPYRIGHT

If you believe that any content, including User Content or other materials, posted on the Platform constitute an infringement of your copyrights, we will respond promptly to any properly submitted notice containing the information detailed below. Pursuant to Title 17, United States Code, Section 512(c)(2), written notifications of claimed copyright infringement should be sent to our Designated Agent at the following contact information: info@luxforegolf.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. 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;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

YOUR ACCOUNT / PASSWORD SECURITY / SUSPENSION, TERMINATION

In order to access certain features of the Platform (e.g., comments section), you will be required to register for an account with us (an "Account"). When creating or updating an Account, you are required to provide us with certain personal information, such as your e-mail address or, in the case of purchases, your name, billing/shipping address and credit card information. This information will be held and used in accordance with our Privacy Policy.

You may never use another's Account without permission or permit another to use your Account. You may not create more than one Account. You are prohibited from registering a new Account if you have previously had an Account terminated.

You are responsible for (i) keeping confidential any password that you created to use any aspect of the Platform requiring registration and (ii) restricting access to your computer or mobile device. You agree to accept full responsibility for all activities that occur within your Account. You must notify us immediately of any breach of security or unauthorized use of any part of your Account.

Although we will not be liable for your losses caused by any unauthorized use of your Account, whether with or without your knowledge, you may be liable for our losses or the losses of our contributors, third-party licensors, content providers, merchants, advertisers, sponsors, and service providers (collectively, "LuxForeGolf Providers") due to such unauthorized use.

Without limiting anything in this Agreement, we reserve the right, in our sole discretion, to restrict, suspend, or terminate your Account and/or your access to all or any part of the Platform at any time, for any or no reason, with or without prior notice, and without liability, including in the event we stop offering any aspect of the Platform. We expressly reserve the right to restrict, suspend and/or terminate your access to any part of the Platform if we determine, in our sole discretion, that you have violated any of the terms of this Agreement.

LINKS

The Platform may contain links or otherwise direct you to websites operated by third parties. We do not monitor or control the linked sites and make no representations regarding, and are not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at these sites. If you choose to access any third-party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply our endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the third party site.

We reserve the right to disable links from or to third party sites.

LUXFOREGOLF STORES

If you order products from one of the Stores made available through our Platform the following terms apply:

Pricing/Taxes

All pricing is subject to change without prior notice. We reserve the right to adjust the price of any product sold through our online stores at any time in our sole discretion. In the event that a product is listed on the Website at an incorrect price due to a typographical error or error in pricing information, we will have the right to refuse or cancel any orders placed for the product listed at the incorrect price. We will have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will make reasonable attempts to notify you and will issue a credit to your credit card account in the amount of the incorrect price.

To the extent that we are required by law to charge and collect taxes on products that we sell, such taxes are charged based on the tax laws applicable to the location to which the order is being shipped or delivered. At checkout, all appropriate taxes will be added to the order total. The tax amount displayed during checkout is an estimate of the tax applicable to your order. This amount may vary slightly from the actual amount of tax payable in connection with your order due to different tax rates which apply as a result of the origin and destination of the item(s) being purchased, as well as other factors.

THIRD-PARTY MERCHANTS / PROVIDERS

The Platform may enable you to order and receive products, information and services from businesses that are not owned or operated by us. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. We do not endorse, warrant, or guarantee such products, information, or services, and are not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. We will not be a party to or in any way be responsible for monitoring any transaction between you and third-party

providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the Platform.

In addition, the Platform may prompt you to establish an account with a third party service provider not owned or operated by us. Your agreement and understanding with any such third party service provider is solely between you and such service provider. We will not be a party to or in any way be responsible for your agreement with such third-party service provider. Any disputes you may encounter with such third party service provider shall be settled solely between you and the service provider.

DISCLAIMERS AND LIMITATION OF LIABILITY

THE PLATFORM AND ALL PRODUCTS AND SERVICES OFFERED HEREON ARE PROVIDED BY US AND OUR WEBHOST ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, NEITHER WE NOR ANY LUXFOREGOLF PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OF THE PLATFORM, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT USE OF THE PLATFORM WILL BE 100% SECURE, UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION, CONTENT, OR SERVICE, PROVIDED THROUGH THE PLATFORM; OR (IV) THAT THE SERVERS, OR EMAILS SENT FROM OR ON BEHALF OF LUXFOREGOLF, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LUXFOREGOLF EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTIONS OF ITS USERS OR THE CONTENTS OF ANY USER CONTENT.

NEITHER WE NOR ANY LUXFOREGOLF PROVIDER WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE PLATFORM OR THE PURCHASE OF ANY PRODUCT THEREFROM, EVEN IF WE OR SUCH LUXFOREGOLF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL LUXFOREGOLF BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID LUXFOREGOLF IN THE ONE HUNDRED AND EIGHTY (180) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM AND IF YOU HAVE NOT PAID ANY AMOUNTS DURING THAT TIME PERIOD, YOU ACKNOWLEDGE THAT YOUR SOLE REMEDY SHALL BE TO CEASE USING THE PLATFORM AND TERMINATE YOUR ACCOUNT.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO A USER, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO SUCH USER, AND SUCH USER MAY HAVE ADDITIONAL RIGHTS.

LEGALITY

You are subject to all laws of the state(s) and countries in which you reside and from which you access the Platform and are solely responsible for obeying those laws. You agree we cannot be held liable if

laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any Platform, contests, sweepstakes or tournaments offered through the Platform nor shall any person affiliated, or claiming affiliation with the Platform have authority to make any such representations or warranties.

APPLICABLE LAW; JURISDICTION

The Platform are created and controlled by us in the State of Arizona. As such, the laws of the State of Arizona will govern this Agreement, without giving effect to any provisions of Arizona law that direct the choice of another state's laws.

Subject to the Binding Arbitration section below, you hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Arizona and of the United States of America located in the State of Arizona for any litigation arising out of or relating to use of or purchase made through the Platform (and agree not to commence any litigation relating thereto except in such courts), waive any objection to the laying of venue of any such litigation in the Arizona Courts and agree not to plead or claim in any Arizona Court that such litigation brought therein has been brought in an inconvenient forum.

BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or any related agreement, their enforcement or interpretation, or because of an alleged breach, default or misrepresentation in connection with any of their provisions, shall be determined by binding arbitration. The arbitration proceedings shall be held and conducted by a single arbitrator in accordance with the Comprehensive Arbitration Rules and Procedures of JAMS (the "JAMS Rules"), as modified by this Agreement. Such arbitration shall occur in Arizona, Arizona, and be initiated by any party in accordance with the JAMS Rules. The demand for arbitration shall be made by any party hereto within a reasonable time after the claim, dispute or other matter in question has arisen, and in any event shall not be made after the date when institution of legal proceeding, based on such claim, dispute or other matter in question, would be barred by the applicable statute of limitations. Discovery issues shall be decided by the arbitrator. Post-hearing briefs shall be permitted. The arbitrator shall render a decision within twenty (20) days after the conclusion of the hearing(s). In reaching a decision, the arbitrator shall have no authority to change, extend, modify or suspend any of the terms of this Agreement, or to grant an award or remedy any greater than that which would be available from a court under the statutory or common law theory asserted. The arbitrator shall issue a written opinion that includes the factual and legal basis for any decision and award. The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of Arizona or federal law, or any of them, as applicable to the claim(s) asserted. Judgment on the award may be entered in any court of competent jurisdiction. The parties may seek, from a court of competent jurisdiction, provisional remedies or injunctive relief in support of their respective rights and remedies hereunder without waiving any right to arbitration. However, the merits of any action that involves such provisional remedies or injunctive relief, including, without limitation, the terms of any permanent injunction, shall be determined by arbitration under this paragraph. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall allocate all costs and expenses of the arbitration (including legal and accounting fees and expenses of the respective parties) to the parties in the proportions that reflect their relative success on the merits (including the successful assertion of any defenses).

You agree to pursue any arbitration in an individual capacity and not as class representative or class member in any purported class action proceeding.

BY AGREEING TO ARBITRATE DISPUTES, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THEY ARE IRREVOCABLY WAIVING ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIVITIES CONTEMPLATED HEREBY.

INDEMNITY

You agree to indemnify and hold LuxForeGolf, the LuxForeGolf Providers, our subsidiaries, and affiliates, and our respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (1) your breach of this Agreement and/or any of your representations and warranties set forth herein (including those set forth in the Content Submission Policy) or (2) our distribution, exploitation or other use of Your Content.

SEVERABILITY

The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction.

ELECTRONIC COMMUNICATIONS

When you use the Platform or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email or by posting notices through the Platform. You agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing.

OTHER

This Agreement is deemed accepted upon any use of any of the Platform. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

SUPPORT

Subject to the other provisions of this Agreement, we will attempt to help you with any queries or problems that you may have with the Platform or any of your purchases through the Platform. To reach our customer support team, please e-mail us at info@luxforegolf.com. It will expedite your request for assistance by providing our representatives with all the information they need to solve your problem as quickly as possible.

THIRD PARTY MARKETPLACES

This Agreement is between you and LuxForeGolf only, not with Apple, Facebook, Instagram, Google or any other third party through which you may have accessed the Platform (“Marketplaces”). The Marketplaces are not responsible for the Platform. The Marketplaces have no obligation whatsoever to furnish any maintenance and support services with respect to the Platform. To the maximum extent permitted by applicable law, the Marketplaces have no other warranty obligation whatsoever with respect to the Platform. The Marketplaces are not responsible for addressing any claims by you or any third party

relating to the Platform or your possession and/or use of the Platform, including, but not limited to: (i) product liability claims; (ii) any claim that the Platform fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation or (iv) claims that the Platform or any content thereon infringes upon a third party's intellectual property rights.

MODIFICATION

We reserve the right to make changes to the Platform, posted policies and this Agreement at any time without notice other than the reposting of the modified Agreement so check back frequently.

Please contact us at info@luxforegolf.com with any questions regarding this Agreement.