



STANDARD TERMS AND CONDITIONS

between: -

GOLFXPLORE (PTY) LIMITED

(Registration No. 2023/788758/07)

21 Verdi Avenue, Johannesburg, Gauteng, 2195

(the “**Company**”)

and

THE USER

BY ACCESSING THE PLATFORM, WEBSITE OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL TERMS INCORPORATED BY REFERENCE.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:

- 1.1.1 “**Agreement**” means this document incorporating these terms and conditions together with the Company’s Privacy Policy;
- 1.1.2 “**Company**,” “**we**,” “**us**,” or “**our**” means GolfXplore (Pty) Ltd duly incorporated as a private company in terms of the company laws of the Republic of South Africa with its registered address at 21 Verdi Avenue, Johannesburg, Gauteng, 2195;
- 1.1.3 “**Confidential Information**” means all information disclosed by a Party (the “Discloser”) that may reasonably be regarded as confidential being information not in the public domain whether such information is oral or written, recorded or stored by electronic magnetic, electro-magnetic or other form or process, or otherwise in a machine readable form, translated from the original form, recompiled, made into a compilation, wholly or partially copied, modified, updated or otherwise altered, originated or obtained by, or coming into the possession, custody, control or knowledge of the Discloser, including but without being limited to :- telephone conversations and personal correspondence conducted in confidence, operations, business, and affairs of the Discloser, technical data, research and development information; and any other materials of whatsoever nature and whatsoever description and which the Discloser has an interest in being kept confidential;
- 1.1.4 “**Day(s)**” means any weekday excluding Saturday, Sundays and South African public holidays and shall be reckoned exclusively of the first and inclusively of the last day unless the last day fails on a Saturday, Sunday, or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or a public holiday. Reference to “days” shall be a reference to business days unless otherwise specified;
- 1.1.5 “**Force Majeure Event**” means an event or situation beyond the reasonable control of either Party and against which no precautions can reasonably be taken, to the extent that such event or situation prevents, delays, inhibits and/or frustrates a Party’s ability to perform its obligations, other than the payment of money, under this Agreement, including a natural disaster, an act of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, revolution, civil commotion or other civil disorder, sabotage, riot, strikes, lock-outs or other labour disputes, pandemic, blockade, embargo, sanctions, epidemics, failure of electricity, internet, water or fuel supply, act of any government or other authority, compliance with law, regulations or demands of any government or governmental agency, limitations imposed



by exchange control or foreign investment or other similar regulations;

- 1.1.6 **"Intellectual Property"** means patents (including any rights in and/or to, inventions); trademarks, service marks, logos, trade names and business names (including rights in goodwill attached thereto); design rights; rights in or to (or rights in and to) internet domain names and website addresses; semi-conductor topography rights; copyright including future copyright (including but not limited to recordings, instructional or educational material, content, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos); database rights; rights in and to Confidential Information (including trade secrets); and all other intellectual property rights, in each case subsisting at any time in any part of the world (whether registered or unregistered) and any: (a) pending applications or rights to apply for registrations of any of these rights that are capable of registration in any country or jurisdiction; and (b) similar or analogous rights to any of these rights in any jurisdiction;
- 1.1.7 **"Parties"** means collectively the User and the Company and **"Party"** means either of them as the context determines;
- 1.1.8 **"Platform"** means the Company's application software that allows Users to use the Services available on Android and IOS (Apple and Google) and Huawei application stores, as well as the Website;
- 1.1.9 **"Services"** means the functions and features offered by us on the Platform, as more set out at clause 3 below;
- 1.1.10 **"Subscription Fees"** has the meaning ascribed to it in clause 5 hereunder;
- 1.1.11 **"User"**, **"you"**, or **"your"** means the person who engages the Company in terms of this Agreement for the rendering of Services to it;
- 1.1.12 **"Website"** means the website accessible at the domain www.golfxplore.com.

- 1.2 A reference to an enactment is a reference to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.3 The rule of interpretation that a written agreement shall be interpreted against the Party responsible for the drafting or preparation of that agreement shall not apply;
- 1.4 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.
- 1.5 In this Agreement, unless the context indicates otherwise:
 - 1.5.1 clause headings are for convenience only and shall be disregarded in the interpretation of this Agreement;
 - 1.5.2 words denoting the singular shall include the plural and vice versa;
 - 1.5.3 reference to any one gender shall include the other gender and vice versa; and
 - 1.5.4 reference to a natural person shall include a juristic person and vice versa.

2. Application of these Terms and Conditions

- 2.1 You can register to use the Platform at the "Website, which is owned, operated and distributed by the Company.
- 2.2 **By viewing or interacting digitally with any Platform content, including using the Services or registering an account on the Platform ("Using"), you shall be deemed to have read, understood, and accepted all the terms and conditions described herein, the provisions of our privacy policy accessible at the Website (the "Privacy Policy") and any other legal notices published by us on our Website, which shall be fully binding on you.**
- 2.3 We may, at our sole discretion, modify the terms of this Agreement at any time. By Using the Platform or Website at any time after such modifications, you are agreeing to such modifications. This Agreement was last modified as of 5 March 2024. We may further make changes to the platform and any of the content or features included therein, including the Fees and access rules for any functionality, at any time without notice.
- 2.4 We reserve the right to refuse to provide access to the Platform to any person for any reason and/or to discontinue the Services in whole or in part at any time, with or without prior notice.
- 2.5 The Company is entitled to terminate this Agreement at any time and for whatsoever reason, without penalty, upon 7 (Seven) working days' written notice to the User. Upon such termination, the User shall not be entitled to any refunds.

3. Description of Services Offered on Our Platform

- 3.1 Our Platform, intended to be a central hub of information for South African golf courses, was created by golfers for golfers, as a convenient way to find golf courses, deals and rates throughout South Africa. The Platform offers the following functionalities, depending on whether the User opts for the free version or the subscription (the **"Services"**):-



- 3.1.1 provides comprehensive access to information about golf courses across South Africa, including but not limited to the number of courses per province, photographs of the courses, general descriptions of the courses and their environment, contact details, website links and social media links of golf clubs, descriptions of clubhouses (including facilities offered), driving ranges, pro shops, pricing, membership fees, green fees and other annual fees, specials, membership benefits, exclusive packages, and dining options;
- 3.1.2 keeps Users updated on upcoming and current golfing events happening in South Africa, including golf days, special events, tournaments, tee-sheets, promotions, results and leaderboards;
- 3.1.3 enables Users to submit and view reviews in respect of User's experience of the golf courses and ancillary products and services;
- 3.1.4 enables Users to digitally record their golf score for competition or social play at golf courses, and to track where users have played and where they have not;
- 3.1.5 enables Users, whether visitors or club members, to make bookings for golf courses and reserve tee times online, and to see the User's current reservations at the golf club;
- 3.1.6 enables Users to view their accounts, spending and invoice details for bookings made through the Platform, including balances and invoice details of purchases and authorisations;

4. User Account

- 4.1 In order to Use the Platform, you must register by providing a unique username and password, as well as certain information and personal details to the Company. Alternatively you can register via single-sign-on methods displayed at the registration page. After you have submitted the registration form, you will receive a confirmation email from us, which will allow you to activate your account.
- 4.2 **You agree and acknowledge that, once the correct username and password relating to your account have been entered, you will be liable for payment of Subscription Fees in terms of clause 5 below. This applies irrespective of whether the use of your username and password is unauthorised or fraudulent through no fault of the Company.**
- 4.3 Your user account is not transferable to any other person(s) under any circumstances.

5. Subscription Fees

- 5.1 In consideration for your use of the Platform, you are obligated to pay certain fees to the Company ("Subscription Fees").
- 5.2 You can find the current prices on the registration page and sometimes on other pages on our website.
- 5.3 All prices are exclusive of Value-Added Tax ("VAT") at the rate prescribed under the Value Added Tax Act, No 89 of 1991 and any regulations thereto from time to time (currently 15% (fifteen percent)). The User shall be liable for such VAT.
- 5.4 You are solely responsible for all applicable costs, charges and risks incurred in obtaining access to the Platform or associated with your participation in any component of the Platform.
- 5.5 We reserve the right to implement discretionary fee changes for our Platform, or any components thereof, in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for under this Agreement, any price changes to our Platform will take effect following notice on our website, Platform or social media pages, and further provided that such changes will not apply to fees or charges paid or free services used prior to the time of the change.

6. Payments

- 6.1 Unless you download a free version of our Platform, you shall pay the Subscription Fee when you first download the Platform and:-
 - 6.1.1 each year on the anniversary of that date; or
 - 6.1.2 monthly in advance.
- 6.2 The annual or monthly Subscription Fee, whichever is applicable, shall be paid using approved payment gateways.
- 6.3 The Company accepts all payments in South African Rands, regardless of the location of the User. The Company is not responsible for foreign currency conversion fees, wiring fees, or any other processing fees that you may incur.
- 6.4 All payments to us shall be paid promptly without deferment, free of exchange and without any deduction or set-off of whatsoever nature.
- 6.5 We may require additional information in order to authorise and/or verify the validity of payment. We are entitled to withhold our Services until such time as we receive this information and we obtain authorisation for these amounts, failing which we will cancel your user account.



- 6.6 We reserve the right not to accept certain payment methods and to require alternative payment methods.
- 6.7 The User acknowledges and accepts that: (i) all payments made to the Company shall only be deemed to have been received by the Company when payment is actually received as cleared funds by the Company; (ii) payments made directly into the Company's bank account shall be at the User's risk until confirmed as cleared funds by the Company; and (iii) unless otherwise specifically directed in writing by an authorised representative of the Company, no third party is authorised to accept any payment due by the User on behalf of the Company.
- 6.8 The Company shall never notify the User of a change in its banking details via email without first telephoning the User regarding such change. It is the obligation of the User to verify any purported (by way of email) change in the Company's banking details by telephoning the Company.

7. **Booking**

- 7.1 The dates and times at which various golf courses offer golfing events, golf days, special events, tournaments, tee-times and similar booking options shall be published on the Platform from time to time, prior to the scheduled events. We and/or the golf club(s) reserves the right to remove or amend these dates and times at our or their sole option.
- 7.2 Booking closing times are indicated on the booking search results on the Platform and vary between the golf courses. Each golf club has their own cancellation policy which is displayed during the booking process. Any credits for purchases will be passed by the club themselves in the form of a cash refund or a voucher for future bookings. The Platform merely acts as a booking portal to purchase a golf reservation from an independent golf club.
- 7.3 In the event that you are purchasing a tee time, please see the applicable golf course's "Tee Time Policy". Such tee times purchases shall also be governed by the applicable policies of the golf courses at which you reserve such tee times. You agree and understand that you shall be bound by the relevant golf course's rules, regulations and policies, in particular but without limitation, its no-show and/or cancellation policy.
- 7.4 Rounds are subject to availability.
- 7.5 Details of bookings which you have made are available at any time in your user account.
- 7.6 The User understands and acknowledges that the relevant golf course(s) may require him/her to produce a printed paper copy of an e-ticket for the booking and/or his identity document or drivers license for verification purposes.

8. **User Submissions**

- 8.1 Content submitted by Users for inclusion in the Platform (including, without limitation, any information, comments, your voice, actions, likeness, name, appearance, profile photograph, performance, biographical material, and any other identifying information that is submitted on message boards, forums or other public areas) is referred to in this Agreement as "**User Submissions**." Whether or not any User Submission is published, it will be subject to the terms of this Agreement.
- 8.2 You hereby grant to the Company, its licensees, affiliates, successors and assigns, a non-exclusive, royalty-free, worldwide, perpetual license, with the right to sub-license, to reproduce, modify, distribute, transmit, create derivative works of, publicly display and publicly perform, any User Submissions or any other materials or information (including, without limitation, ideas for new or improved products or services) you communicate to the Company by all means and in any media now known or hereafter developed. You also grant to the Company the right to use your name and/or likeness in connection with the User Submissions and to incorporate it in other works, in whole or in part, in any manner and any media now known or hereafter developed, including in connection with all advertising, marketing and promotional material related thereto. You agree that you shall have no claim against the Company for any alleged or actual infringement or misappropriation of any proprietary right in your communications to the Company.
- 8.3 The Company does not guarantee any confidentiality with respect to a User Submission, regardless of whether or not it is published. You are solely responsible for your own User Submissions and the consequences of posting or publishing them.
- 8.4 Except as expressly set forth in this Agreement, you shall continue to own all rights in and to the User Submissions, save to the extent your User Submissions contain other materials or elements owned by the Company or any other person.
- 8.5 We neither endorse nor assume any liability for the contents of any User Submission. User Submissions do not reflect the views of the Company, and neither the Company nor its officers, directors, employees, subsidiaries and/or affiliates shall be liable for any User Submissions.
- 8.6 We generally do not pre-screen, monitor, or edit User Submissions. However, we and our agents have the right at our sole discretion to remove any User Submission or other content that, in our judgment, does not comply with these terms and conditions and any other rules of user conduct for the Platform, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing any such User Submission or other content. You hereby consent to such removal and waive any claim against us arising out of such removal of any User Submission, whether it is your own or that of another user. Your participation in the Platform is at your sole risk. The Company is not involved in, or liable for, the actions of any other Users of the Platform. We request that Users exercise caution and good judgment when Using



the Platform.

8.7 You understand that by using the Platform, you may be exposed to User Submissions that are offensive, indecent, or objectionable.

9. Confidentiality

9.1 Each Party agrees to treat as strictly confidential the Confidential Information and Intellectual Property of the other Party and not to divulge any information relating thereto to any third party, agent or employee without the prior written consent of the other Party, save as is required by law.

9.2 Each Party furthermore undertakes not to use, disclose, divulge or permit to be used, disclosed or divulged any aspect of such Confidential Information and/or Intellectual Property otherwise than is allowed for under the terms of this Agreement.

9.3 Neither Party shall during the continuance of this Agreement or at any time after termination for any cause whatsoever, for its own benefit or for the benefit of any other person, make use of or derive any profit or benefit from any of the Confidential Information and Intellectual Property relating to the operations of the other Party which it may have acquired by reason of its association with such other Party.

9.4 Each Party acknowledges that the unauthorised disclosure of the other Party's Confidential Information and/or Intellectual Property to a third party may cause irreparable loss, harm and damage to the that Party. Accordingly the disclosing Party indemnifies and holds the other Party harmless against any loss, action, expense, claim, harm or damage of whatsoever nature suffered by or sustained by the other Party pursuant to the breach of the provisions of this clause.

9.5 Any Confidential Information and/or Intellectual Property which is disclosed by either Party shall not be copied, reproduced, published or circulated and shall be surrendered to the disclosing Party upon demand.

9.6 We will exercise proper internal controls over all documentation containing Confidential Information and will not make copies of any Confidential Information except as may be required for the purposes of this Agreement.

9.7 Notwithstanding clause, information will be deemed not to be Confidential Information if it -:

9.7.1 is or becomes generally available to the public other than as a result of disclosure by us in breach of this clause;

9.7.2 is or was independently developed by us or on our behalf by persons having no access to such confidential information;

9.7.3 was in our possession prior to commencement of this Agreement;

9.7.4 is required to be disclosed in terms of any law or under an order of court or under the rules of any stock exchange or other applicable regulatory authority, in which case we will give you reasonable written notice thereof as soon as is reasonably practicable.

9.7.5 The onus of proving the facts necessary to sustain any one of the exceptions listed above rests with the Party relying on the exception.

9.8 All Confidential Information will remain confidential, except in the following circumstances:

9.8.1 if you grant express permission for confidentiality to be broken; or

9.8.2 if the information is of a nature that confidentiality cannot reasonably be maintained, including but not limited to the following circumstances:-

9.8.2.1 the imminent possibility of harm to yourself or others exists;

9.8.2.2 in cases of suspected fraud or other crime; or

9.8.2.3 when a minor (under 18 years of age) is involved.

9.9 The provisions of this clause will survive the termination of this Agreement.

10. Intellectual Property

10.1 For the purpose of this clause, "Improvements" means enhancements, developments, adaptations and/or modifications made to the pre-existing Intellectual Property owned by the Company prior to the commencement date of this Agreement.

10.2 Any and all Intellectual Property owned, developed, or acquired by the Company prior to the commencement of this Agreement shall remain the sole and exclusive property of the Company, its affiliates and/or other third party licensors and any and all rights of the User in terms of this Agreement shall be subject to the Company's Intellectual Property rights. Unless otherwise specifically authorised in this Agreement or in writing by the Company and then only to the extent so authorised, the User shall have no right to use the Company's Intellectual Property in any manner.

10.3 Any Intellectual Property made, created, or discovered by either Party in the course and scope of this Agreement in connection with or relating to the business of the Company, or any Improvements to the Intellectual Property of the



Company, shall be deemed to belong, and is hereby irrevocably assigned, to the Company.

- 10.4 In respect of the Improvements contemplated above, the User hereby undertakes to assist the Company in taking assignment of and applying for the registration, where relevant, of such inventions, designs, trade marks, copyrighted works, or other intellectual property in the name of the Company only.
- 10.5 To the extent that there are any components of the User's Intellectual Property Rights included in the Services, the User herewith unconditionally and irrevocably grants to the Company, a royalty-free, worldwide, perpetual, non-exclusive, non-transferable license to use such Intellectual Property solely in connection with such Services.
- 10.6 You may print and download portions of the Company's Intellectual Property from the Platform solely for your own non-commercial use provided that you agree not to change or delete any copyright or proprietary notices from the materials, and not to share any material that you paid for with anyone else who has not also purchased a license for that material, and not to share, modify, reproduce, lend, republish, distribute, upload, copy, sell or transmit same in any manner under any circumstances.
- 10.7 You may not use any robots, spiders, or similar data mining, data gathering or extraction tools or manual processes to collect, gather or copy any content or data on or related to the Platform in a manner not authorized by the Company in writing. You may not engage in practices of "screen scraping," "database scraping" or any other practice or activity the purpose of which is to obtain lists of users, portions of a database, or other lists or information from the Platform, in any manner and any quantities not authorized by the Company in writing. You may not frame or utilize framing techniques to enclose Intellectual Property of the Company or its affiliates. You may not use meta tags or any other "hidden text" utilizing the Company's Intellectual Property without the express written consent of the Company.
- 10.8 The provisions of this clause shall survive termination of this Agreement.

11. Obligations of Users

11.1 When you Use the Platform, you agree that:

- 11.1.1 In order to use the Platform, you are obliged to independently provide equipment that meets the technical requirements for the use of the Platform and access to the Internet to enable you to purchase the Platform from the App Store. Your device must be a compatible device in order to download and use the Platform;
- 11.1.2 you will accept and abide by all of the terms and conditions contained herein;
- 11.1.3 you will not take any actions to interfere with us, the Platform and/or any other Users;
- 11.1.4 you may access Platform content for your personal use only. You will not share or make the Platform available to third parties, sell, rent, lend, lease, or otherwise redistribute the Platform;
- 11.1.5 you will conduct yourself respectfully and honestly in all correspondence with us, golf course personnel and/or other Users. You may not use the Platform to threaten, abuse, harass, or invade the privacy of any third party;
- 11.1.6 you will conform to the policies, rules and regulations of any golf course that you visit in relation to this Agreement. You understand that breach of local golf course rules and etiquette may result in the cancellation of your user account. Where such a cancellation is enforced, no refunds will be paid to the User;
- 11.1.7 you will provide the Company with accurate, complete, and up-to-date information at all times now or in future;
- 11.1.8 you will not submit fraudulent, dishonest, incorrect or inaccurate information using the Platform;
- 11.1.9 you will not use anyone else's account details to log in;
- 11.1.10 you will make timely payments to the Company in accordance with this Agreement and specified payment due dates. The User shall ensure that all payments are made in the correct currency, into the correct bank account, and in the manner agreed upon between the Parties;
- 11.1.11 you will comply with all of its obligations under this Agreement, and all applicable laws including relevant statutes, ordinances, by-laws and regulations having any bearing on the Agreement. You may not use the Platform or any information contained therein for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offense or give rise to civil liability;
- 11.1.12 you will not upload, post, transmit or otherwise distribute or facilitate the distribution of content that is fraudulent or infringes the Intellectual Property or Confidentiality rights of the Company or any third party;
- 11.1.13 you will not upload, post or otherwise distribute or facilitate the distribution of any unlawful, threatening, abusive, defamatory, insulting, obscene, pornographic, profane, racist, indecent, immoral, anti-Semitic, homophobic and transphobic, discriminatory, offensive to human dignity, that glorifies, trivialises or encourages violence, that is threatening, endangers children and youths, or otherwise inappropriate information of any kind, including without limitation, any images or other material of a sexual nature.



- 11.1.14 you will not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is designed or intended to disrupt, damage, or limit the functioning of the Platform, or to obtain unauthorized access to the Platform or any data or other information of any third party;
- 11.1.15 you will not attempt to gain unauthorized access to other computer systems or networks connected to the Platform or Use the Platform or any information contained therein for any unlawful purpose.
- 11.1.16 you will not collect information about other users in violation of our Privacy Policy or use any such information for the purpose of transmitting or facilitating transmission of unauthorized or unsolicited advertising, junk or bulk email, chain letters, or any other form of unauthorized solicitation;
- 11.1.17 you will not impersonate or falsely state or otherwise misrepresent your professional or other affiliation with the Company or with any other person or entity;

11.2 The Company, in its sole and absolute discretion, shall determine whether any content you transmit or receive or your Use of the Platform in any way violates these provisions.

12. Force Majeure

12.1 Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Agreement if and to the extent that such default or delay is caused by a Force Majeure Event.

12.2 Following a Force Majeure Event, the non-performing Party will:- (i) notify the other Party as soon as reasonably possible; (ii) be excused from further performance or observance of its obligation(s) so affected for so long as such circumstances prevail; and (iii) such Party will continue to co-operate with the other Party in implementing such contingency measures as that other Party may reasonably require.

12.3 If the Force Majeure Event continues for more than twenty (20) consecutive days, either Party may terminate the Agreement either in whole or in part by providing the other Party written notice which shall have immediate effect. In the case of a termination in part, there shall be an equitable adjustment of the Company's Subscription Fees, and the Parties will be required to satisfy their obligations up to the date of such termination.

12.4 You understand and agree that temporary interruptions of the Platform may occur, whether due to planned maintenance or unforeseen events.

13. Privacy Policy

13.1 When a User Uses the Platform, we may share the User's username and profile with the relevant golf course(s) for the purpose of facilitating bookings

13.2 The Parties shall abide by the Company's Privacy Policy, which is incorporated herein by reference.

13.3 Data is stored safely and privately on Google cloud servers in London using the 256-bit AES standard.

13.4 Your password shall be encrypted.

13.5 You agree that we may send you push notifications or other communications based on your playing results or location. Examples of these communications include but are not limited to information about weather patterns expected at golf courses, information about support services or updates to the Platform. You can adjust the settings of your device to turn off transmission of location data or to stop push notifications at any time. If you do this, you understand that may not receive the full benefit of all functionalities of the Platform.

13.6 You understand and agree that when you use our location-enabled Services, we may collect and process information about your actual location. Some of the Services require your location information for the feature to work. If you have enabled GPS, geo-location or other location-based features on a device, you acknowledge that your device location will be tracked and may be shared with others consistent with our Privacy Policy.

13.7 We are entitled to share information about your game with golf courses, who may share the same with third parties. You acknowledge that golf courses may use data from the Platform to publish results and leaderboards.

13.8 We reserve the right to send you operational messaging relating to the features and/or functionality of your user account by whatever medium we deem appropriate.

13.9 You hereby consent and agree that the Company may carry out credit enquiries and may submit details to credit bureaus in respect of your payment history in terms of this Agreement, and in the event that you fail to meet your payment obligations, that the Company may record your non-performance with the applicable credit bureaus.

14. Waivers And Indemnities

14.1 **Provisions of the Consumer Protection Act 2008 may have an impact on the User with respect to various exclusions of the Company's liability under this Agreement. The User shall familiarize itself with these provisions, in particular, those clauses that are in bold.**



- 14.2 Under no circumstances shall the Company, its directors, officers, agents, affiliates or employees be liable towards the User or any other person for any claims, demands, liabilities, suits, losses, costs, illness, injury, death, harm or expenses (including attorneys' fees on an attorney-own client scale) of any kind, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising from or in relation to this Agreement and your participation in any part of the platform, including but not limited to special, indirect or consequential damages. This disclaimer shall apply to the widest extent permissible under law in favour of the Company.
- 14.3 The User agrees, understands and intends that this assumption of risk and release is binding upon him/her/they and his/her/their heirs, executors, agents, administrators and assigns.
- 14.4 The User agrees to indemnify and hold the Company, its officers, directors, employees, agents, and affiliates, harmless from and against any losses, suits, claims, liabilities, damage (including indirect, special and consequential damages), harm or expenses (including attorneys fees on an attorney-own client scale) arising out of or related to the User's Use of the Platform or the User's breach of its obligations under the Agreement.
- 14.5 Except for actions or claims arising from the gross negligence or intentional or wilful misconduct of the Company, the total aggregate liability of the Company to the User shall be limited to no more than the Subscription Fees paid to the Company for the use of the Platform.
- 14.6 These waivers and indemnities shall survive termination of this Agreement or any accepted Proposal.

15. Support Services

- 15.1 We provide various support services for the Platform, including but not limited to:- the option to raise Platform functionality issues, features, incorrect costings, or if Users wish to load unlisted events and golf days or where Users can submit general feedback in respect of aspects of the Platform they believe we can improve. Please contact us by clicking the relevant link in the Platform, or on our website or social media pages or reviewing if you need support. You acknowledge that not all issues you may experience with the Platform will be able to be resolved with our support services, as some issues relate to your device or your data service. You will need to contact the App Store, your device manufacturer or telecommunications provider for any issue with your device or data service.
- 15.2 Alternatively, Company personnel will be available to assist Users with any queries. You can contact us on business days between the hours of 08h00 to 17h00 at:-

Tel: 078 458 0158 / 078 900 7839 / 067 408 4771

Email: admin@golfxplore.com / warrenbell@golfxplore.com

16. Termination, Cancellations and Suspension of User Account

- 16.1 We reserve the right, at our sole election, to:-
- 16.1.1 limit the number of Users on the Platform;
 - 16.1.2 exclude you from participating in certain Platform functionalities;
 - 16.1.3 withdraw any Service;
 - 16.1.4 reject, remove, cancel, interrupt, or discard, any User Submissions or information stored, sent, or received via the Platform;.
 - 16.1.5 delete, suspend or terminate your user account or the Platform or any part thereof and/ or your Use of the Services, in whole or in part;
- without prior notice, at any time for any reason, including if we deem, in our sole judgment and absolute discretion, that you have engaged in behaviour that violates any part of this Agreement.
- 16.2 You may terminate your user account for any reason whatsoever.
- 16.3 You understand that your user account will continue unless and until you cancel your user account, or your account is otherwise suspended or terminated pursuant to the terms and conditions in this Agreement.
- 16.4 The Company is not liable for any damages as a result of any of these actions.
- 16.5 You may cancel your user account registration at any time for any reason whatsoever. If you do not cancel the user account, or if your user account is not terminated by us, the Subscription Fee will be debited automatically.
- 16.6 You shall not be entitled to any refund if you cancel a subscription.
- 16.7 If you delete the Platform's software application, this may not cancel your user account. The Company is not responsible for refund you any Subscription Fees if you fail to cancel your Subscription properly.

17. Warranties



17.1 You agree and warrant and declare that

- 17.1.1 your username and password shall:
 - 17.1.1.1 be used for personal use only; and
 - 17.1.1.2 not be disclosed by you to any third party.
- 17.1.2 you are at least 18 (eighteen) years of age and can enter into legally binding contracts;
- 17.1.3 you have the appropriate and necessary authority to enter into this Agreement.
- 17.1.4 you will not create a user account for anyone other than yourself without our permission;
- 17.1.5 all information provided by you is true, accurate, complete and up to date;
- 17.1.6 you will continue to update your information in the future at any time that it may change; and
- 17.1.7 you will respect and not infringe upon the Company's or any other party's Intellectual Property, and you will not use, reproduce, modify, or distribute the Company's intellectual property without prior written consent, and hereby indemnify and holds harmless the Company against any loss, damages or expense sustained by the Company as a consequence of any breach of this warranty;
- 17.1.8 you own or have the necessary licenses, rights, consents and permissions to your User Submissions (and all content included therein), including the right to authorize the Company to use the User Submissions in the manner contemplated herein;
- 17.1.9 there are no circumstances, facts or reasons which are known, or ought to be known by the User, which should have been disclosed to the Company and which would have influenced the Company's decision to enter into this Agreement; and
- 17.1.10 you are fully authorised to use the payment method supplied, and that your debit card/ credit card has sufficient available funds to cover all the costs incurred as a result of the Services used on the Platform.

18. Disclaimer of Warranties

18.1 THE PLATFORM AND ALL MATERIALS AND CONTENT INCLUDED THEREIN, WRITTEN OR VERBAL, WHETHER NOW OR IN FUTURE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT (A) THE PLATFORM AND SUCH CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (B) THE PLATFORM AND SUCH CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM OF SUCH CONTENT WILL BE EFFECTIVE, ACCURATE OR RELIABLE.

18.2 **To the fullest extent permissible by law, neither we, our suppliers, vendors, respective employees, officers, directors, agents, affiliates, suppliers, vendors, licensors, co-branders, or partners, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.**

19. Indemnification

19.1 Upon a request by us, you agree to defend, indemnify, and hold us and any affiliated parties, including but not limited to directors, employees and agents, harmless from all liabilities, claims, and expenses, including attorneys' fees, that arise from your violation of this Agreement, or other negligent or wrongful conduct.

19.2 We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

20. Breach

20.1 Without detracting from either Party's rights in terms of this Agreement, should a Party commit a breach of this Agreement and fail to remedy such breach within 7 (Seven) calendar days of written notice requiring such breach to be remedied, then the Party giving the notice shall be entitled, at its opinion, either to cancel the Agreement and claim damages, alternatively to claim specific performance of all the defaulting Party's obligations, together with damages, if any. No Party shall be liable in any instance for special damages for any reason whatsoever.

20.2 The Company shall be entitled to suspend the provision of any Services for the duration that the User is in breach of any terms of this Agreement.

20.3 Termination, suspension, or cancellation of the terms and conditions of this Agreement or your access rights to the Platform



shall not prejudice any rights to which the Company may be entitled.

20.4 Any liability of the Company, in the aggregate, shall not exceed the Subscription Fees paid by you for the right to Use the Platform.

21. Domicilium

21.1 The Parties choose their addresses below as the addresses at which they will receive all notices and communications:

The Company: Address: 21 Verdi Avenue, Johannesburg, Gauteng, 2195

Email: admin@golfxplore.co.za

Tel: 078 458 0158

User: the physical and email address selected by you upon registering a User account on the Platform;

21.2 Any notice or other communication to be given to any of the Parties shall be valid and effective only if it is given in writing. It shall be competent to give notice by email.

21.3 Either Party may change such address on written notice to the other party provided that the new domicilium is within the Republic of South Africa and consists of, or includes, a physical address at which process can be served.

21.4 Any notice:

21.4.1 delivered by hand to a responsible person during ordinary business hours at the other Party's domicilium, shall be deemed to have been received (unless the contrary is proved) on the day of delivery;

21.4.2 sent by email to the other Party's chosen email address, shall be deemed to have been received (unless the contrary is proved) on the date and at the time of dispatch if it is transmitted during normal business hours of the receiving Party, or on the next business day after it is transmitted, if it is transmitted outside the business hours.

21.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by either party shall be an adequate written notice or communication, notwithstanding that it was not sent to or delivered at the party's chosen domicilium.

22. Miscellaneous

22.1 **Communication:** most communication between the Company and you will be sent and received electronically. You agree that all electronic communication between the Company and you shall satisfy any legal requirements that such communications be in writing.

22.2 **Reserved Rights:** Any rights of the Company not expressly granted herein are reserved.

22.3 **Concerns and Complaints:** should you have a concern or complaint regarding the Platform, you agree that you shall first discuss this with us directly, who will endeavour to the best of our reasonable ability to resolve the issue.

22.4 **Jurisdiction:** you consent to the non-exclusive jurisdiction of the High Court of competent jurisdiction in South Africa for any proceedings arising out of or in connection with this Agreement.

22.5 **Severability:** if any provision or part of a provision of this Agreement is rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality, and enforceability of the remaining provisions of this Agreement shall remain in full force and effect.

22.6 **Non-waiver:** no indulgence, leniency, or extension of time which we may grant or show to you, shall in any way prejudice our rights in terms of this Agreement.

22.7 **Costs:** you shall be liable for any and all legal costs incurred by us in enforcing the terms of this Agreement, or in the case of any unsuccessful claims by you against us, including but not limited to collection commission and fees and disbursements (including attorney-own client costs).

22.8 **Governing Law:** this Agreement shall be governed and determined in accordance with the laws of the Republic of South Africa.

22.9 **Whole Agreement and Variation:** the Company may, in its sole discretion, amend any provisions of this Agreement at any time without notice to you. It is your responsibility to regularly check the terms and conditions herein. This Agreement, together with all the Company's Privacy Policy, contain the whole agreement between you and the Company and no other warranty, undertaking, variation or waiver is valid. If you Use the Platform after such amended terms and conditions have been displayed on the Platform, you will be deemed to have accepted such changes.

22.10 **Third-Party supplier:** The Company will under no circumstances be held responsible or liable for any act, error, or omission, or any injury, loss, damage, accident, delay, any additional costs or irregularity which may be occasioned through



the negligence, misconduct or breach of any supplier to the Company. Your correspondence or dealings with, or participation in promotions of, third party suppliers found on or through the Platform, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such supplier. You understand and agree that we have no control over third party networks you may access whilst Using the Platform, and therefore, delays and disruption of other network transmissions are completely beyond our control.

- 22.11 **Relationship:** The Parties agree that the Company is an independent contracting party and that the Agreement does not constitute a contract of agency, representation, employment, or partnership between the User, Company and/or any third-party supplier..
- 22.12 **Survival:** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.
- 22.13 **Good faith:** In the implementation of this Agreement, the Parties undertake to observe the utmost good faith and they warrant that in their dealings with each other that they shall neither do anything nor refrain from doing anything which might prejudice or detract from their rights, assets or interests of the other.