

## General Terms and Conditions of Acceleraze Golf, Inc.

Acceleraze Golf, Inc., 990 Biscayne Blvd, STE 503, Miami, FL, 33132

### § 1 Scope of application

1. The following General Terms and Conditions shall govern the contractual relationship between the person placing the order for individual and/or group coaching sessions, and/or the person who takes the coaching sessions (collectively, the "Customer") and Acceleraze Golf, Inc. ("Acceleraze") (collectively, the "Parties").
2. These are the only terms that will define the Parties' legal relationship.
3. This Agreement shall survive the termination of any arrangements contained herein.

### §2 Acceptance of orders and payment

1. The contract between Acceleraze and the Customer will commence upon Acceleraze's acceptance of and processing of the purchase order.
2. Customer assumes responsibility for correctly following all online instructions to book golf courses, individual coaching lessons and the purchase of vouchers via the Acceleraze website. ALL SALES ARE FINAL.
3. Immediately before placing an order on the Acceleraze website by clicking on the "Buy" button, Customer must check the order and correct it if necessary. After Acceleraze receives the purchase offer, the Customer will receive an automatically generated e-mail confirming receipt. ALL SALES ARE FINAL.
4. If several participants are registered in one order, the ordering party confirms, that all participants have read and accept these Terms and Conditions and that the ordering party has authority to bind all participants to these Terms and Conditions. Otherwise, the ordering party refrains from co-ordering for these persons.
5. If several participants are registered in one order, the ordering party is responsible for payment for all those listed in the order.
6. Acceleraze reserves the right to change prices. Prices listed on the order page may vary from those listed on the website.

### § 3 Implementation of coaching sessions

1. Each service ordered will be carried out at the location listed in the booking confirmation.
2. If the minimum number of Customers for a coaching session is not reached, confirmed bookings might be cancelled. If the Customer chooses not to reschedule, then all fees will be refunded. **All refunds are limited to the amount paid for the coaching session(s).**
3. The training schedule and content may change due to Customers' skill level(s) or weather conditions. Acceleraze reserves the right to modify the program, the services and the content of all coaching sessions; and if necessary, to cancel confirmed bookings.
4. If Customer requests a specific coach, Acceleraze will make reasonable attempts to schedule that coach. However, Acceleraze is not able to guarantee that the requested coach will be available, and reserves the right to schedule a different coach to work with the Customer.
5. If a specific coach who has been scheduled to work with a Customer becomes unavailable, Acceleraze will provide a replacement. If for any reason this is not possible, Acceleraze reserves the right to postpone or cancel the coaching session. If the Customer chooses not to reschedule, then all fees will be refunded. **All refunds are limited to the amount paid for the coaching session(s).**
6. The golf course and the date and time of each coaching session shall be listed on the written confirmation sent via email. Lessons will be halted or cancelled only if there is a danger of severe weather conditions such as lightning or heavy rain. Otherwise, lessons will be held under all weather conditions.
7. Customers are requested to arrive, warm up and hit the ball 10 minutes before the start of the individual coaching session.
8. It is the Customer's responsibility to inform Acceleraze of any health limitations that may affect their ability to practice golf.

### § 4 Supervision of minors

1. Acceleraze coaches' duty of supervision over children they are coaching is limited to the duration of the session. After the session ends, all children must remain in the training area until the designated parent or guardian picks them up.
2. Parents or guardians must arrive promptly before the session ends and be ready to pick up their children. Acceleraze assumes no responsibility or liability for children outside of the training session.

3. Acceleraze expects all parents and guardians to inform their children that they are not allowed to leave the training area and that they must follow the instructions of the Acceleraze Coach. Acceleraze assumes no liability if a child leaves the training area and comes to harm.

#### **§ 5 Prices**

1. If two or more Customers arrange to train together in a private coaching session, there will be an additional charge per session.
2. Acceleraze does not supply range balls or cover the cost of any range fees or green fees. Customers must supply their own range balls and pay any required fees prior to the start of the coaching session.

#### **§ 6 Cancellations**

1. Customers may cancel individual coaching sessions up to three days prior to the date of the lesson for a full refund of the fee, less any transaction fees incurred. No refunds will be made for cancellations made at shorter notice.
2. The following conditions apply to group and private coaching sessions:
3. Up to 14 days prior to the start of the coaching session, Customers may cancel a coaching session with a full refund of the fee, less any transaction fees incurred.
4. In case of cancellation between 14 and 7 days before the beginning of the coaching session, 50% of the session fee will be refunded to the customer.
5. In case of cancellation between 7 days and 48 hours before the beginning of the coaching session, 20% of the session fee will be refunded to the customer.
6. For cancellations less than 48 hours in advance, no refund will be made.

#### **§ 7 Liability**

Assumption of risk: Any physical activity involves a certain amount of risk of physical harm. Customer agrees to assume the risk involved in taking Acceleraze lessons, and agrees not to hold Acceleraze liable for damages arising out of Customer's own negligence.

#### **§ 8 Duties of the customer**

1. The Customer is obliged to follow the instructions of the Acceleraze Coach at all times during the coaching sessions, and to observe the general rules of golf etiquette on the golf course and the host club's house rules. Violations of these obligations will lead to termination of the coaching session and exclusion from future Acceleraze activities.
2. No refunds will be given to any Customer (whether adult or minor child) whose coaching session is terminated due to inappropriate or disruptive behavior.

#### **§ 9 Confidentiality**

By scheduling or taking an Acceleraze coaching session, Customer agrees to the following Confidentiality terms:

1. Audio Golf methods are the exclusive propriety intellectual property of Acceleraze Golf Management GmbH, used by Acceleraze pursuant to exclusive rights to demonstrate the Audio Golf technique and to market and provide Audio Golf instruction.
2. The coaching sessions booked by the Customer include instruction in the Audio Golf method for use in one's own personal golf game. The Audio Golf method is a unique, powerful method for simplifying and accelerating the acquisition of precise swing movement patterns. It involves directly connecting movement and rhythm centers in the brain in a systematic way, by thinking specific sound patterns that encode the desired movement characteristics. The brain translates these sound patterns into improved golf swing movements almost instantaneously and without conscious effort, resulting in faster and/or more accurate swings.
3. Acceleraze intends to provide Confidential Information to the Customer as described below for the purpose described above. Customer understands that such Confidential Information has not previously been known or readily available, either in its entirety or in its particulars, is therefore of commercial value, and is protected by Acceleraze through appropriate confidentiality measures. Such information is treated as a trade secret and is subject to the following obligation of confidentiality.
4. The Customer agrees to keep confidential the specific knowledge and information communicated by Acceleraze; in particular, the specific Audio Golf sound patterns as well as the teaching methods and the physiological auditory cognitive methods to improve the customer's individual skills. Customer agrees to take all reasonably necessary measures to prevent third parties from gaining knowledge of and utilizing these methods.

5. No obligation to maintain secrecy shall be imposed in those cases in which the customer is subject to a statutory or official obligation to disclose information.
6. "Confidential Information" within the meaning of this agreement is all information (whether written, electronic, auditory, digitally embodied or in any other form) that is disclosed by Acceleraze to the Customer for the aforementioned purpose. Confidential Information shall include, but not be limited to:
  - The specific Audio Golf sound patterns learned in the coaching sessions;
  - Audio Golf Teaching methods, related know-how, inventions, and analog and digitally embodied information (data);
  - Any documents, information and methodological approaches that have as their subject matter the Audio Golf method, and which are considered confidential according to the nature of the information or the circumstances of its transmission.
  - Information that is not Confidential Information means any information:
    - that was known or generally available to the public prior to its disclosure or transfer by Acceleraze, or becomes so at a later date without breach of a confidentiality obligation;
    - that was demonstrably known to the Customer prior to disclosure by Acceleraze and without breach of any confidentiality obligation. However, the customer may only invoke this if he/she notifies Acceleraze in writing or text form immediately (e.g. within 14 calendar days) after disclosure of the information;
    - which has been obtained by the Customer without the use of or reference to Acceleraze Confidential Information; or
    - which is made available to the Customer by an authorized third party without breach of any confidentiality obligation.
7. The Customer agrees:
  - not to commercially exploit the Acceleraze sound samples, information, methods and teaching content provided without Acceleraze's express written consent;
  - to keep the Confidential Information strictly confidential and to use it only in connection with its purpose;
  - to secure the Confidential Information against unauthorized access by third parties by means of appropriate confidentiality measures; and to comply with the statutory and contractual provisions on data protection when processing the Confidential Information.
8. In utilizing Audio Golf methods, Customer does not acquire any ownership right or any other rights of use to the Confidential Information, except for the purposes described above.
9. The Customer shall refrain from exploiting or imitating the Confidential Information itself in any way (in particular by means of so-called "reverse engineering") or having it exploited or imitated by third parties. Customer acknowledges that Acceleraze Golf Confidential Information and trade secrets are proprietary information, exclusively owned by Acceleraze Golf.

#### § 10 Final provisions

1. **Jurisdiction.** This Agreement shall be construed and interpreted pursuant to the laws of the State of Florida applicable to contracts made and fully performed entirely therein.
2. **Amendments in writing only:** This Agreement may be amended, supplemented or changed only by an agreement in writing signed by both Parties.
3. **Severability:** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
4. **Waiver:** No waiver by Acceleraze of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof.
5. **Survival:** The obligations in this Agreement shall survive the expiration or termination of this Agreement, including all Confidentiality terms.