

CaddyCard, LLC

Privacy Policy

This Privacy Policy (herein referred to as “Policy”) explains how CaddyCard, LLC (herein referred to as the “Company,” “we,” “us,” or “our”) processes Personal Data that we collect from you (herein referred to as either “Customer” or “Player”) as a Controller.

1. DEFINITIONS.

- (a) “Controller” means the natural or legal person that alone or jointly with others determines the purposes and means of processing Personal Data. CaddyCard, LLC acts as Controller with respect to data collected through the Platform.
- (b) “Personal Data” means any information relating to an identified or identifiable natural person, including names, email addresses, identification numbers, location data, online identifiers, or factors specific to that person’s identity.
- (c) “Platform” or “Services” means the CaddyCard web-based digital scorecard application accessible via QR code, including branded scorecards, player leaderboards, course directory listings, player tracking, and the administrative dashboard for course operators, delivered via monthly or annual software subscription.
- (d) “Customer” means a mini-golf course operator or owner who has subscribed to the Services under a Software-as-a-Service Agreement with the Company.
- (e) “Player” means an individual person who accesses the Platform by scanning a course QR code to score rounds, view leaderboards, and optionally create a registered account.
- (f) “Registered Account” means an individual person who provides information to create a profile and signs up as a distinct person to the platform.
- (g) “Guest Account” means an individual person who utilizes the platform without providing any identifiable information and does not sign up to the platform

2. DATA COLLECTION.

The Company collects Personal Data from the following sources and categories:

- (a) Customer Data. For Customers, the Company collects: business contact information (name, email address, phone number, and business name); payment information processed securely through Stripe (the Company does not store full card numbers); course configuration data and branding assets uploaded to the Platform; and subscription and billing records.
- (b) Player Data. For a Registered Account, Payer Data collected during a session initiated through a specific course operator’s QR code — including display name, scores, round history, and leaderboard standing — is associated with that operator’s account and made available to that operator through their administrative dashboard as part of the Services.

Display names and scores submitted to a course leaderboard are publicly visible to any person who accesses that course's leaderboard, including other players and members of the general public. For Guest Users, using the Platform without creating an account are not required to provide any personally identifiable information. Guest sessions are tracked using pseudonymous session identifiers that are not linked to identifiable individuals.

- (c) **Device and Technical Data.** The Company automatically collects certain technical data when you access the Platform, including IP address, browser type and version, device type, operating system, and session cookies.
- (d) **Users Under Thirteen (13).** Users under the age of thirteen (13) may use the Platform in anonymous guest mode only. No email address, display name, or account registration is permitted for users who identify as under thirteen (13). The Company does not knowingly collect Personal Data from children under thirteen (13) in compliance with the Children's Online Privacy Protection Act (COPPA). If the Company learns it has inadvertently collected Personal Data from a child under thirteen (13), it will delete such information promptly.
- (e) **Users Ages Thirteen (13) Through Seventeen (17).** Users between the ages of thirteen (13) and seventeen (17) may register a Player account and use the Platform only with verified parental or guardian consent. At registration, users in this age range must provide a parent or guardian email address. The Company will send a consent verification email to that address, and the account will not be activated until the parent or guardian confirms consent by clicking the verification link provided.
- (f) **Data Protections for Users Under Eighteen (18).** No personally identifiable information for users under eighteen (18) will be shared with or made accessible to course operator Customers. Such users may appear on public leaderboards using an anonymized display tag only; their full display name, email address, account details, and gameplay history will not be disclosed to operators through the administrative dashboard or any data export.

3. PROCESSING OF PERSONAL DATA.

The Company processes Personal Data for the following purposes:

- (a) To operate and deliver the Platform, including displaying scorecards, leaderboards, and course profiles.
- (b) To manage Customer subscriptions, billing, and account administration.
- (c) To send account communications, service updates, and support responses.
- (d) To improve Platform functionality and develop new features.
- (e) To process purchases
- (f) To conduct marketing and promotional activities and services
- (g) To detect, investigate, and prevent fraudulent transactions, security incidents, and other harmful or unlawful activity.
- (h) To comply with applicable legal obligations.

The Company's lawful basis for processing is: (i) contractual necessity (to fulfill the subscription and Platform services); (ii) legitimate interests (security, fraud prevention, and product

improvement); (iii) legal obligation; or (iv) consent, where applicable. Where processing is based on consent, the user may withdraw consent at any time without affecting the lawfulness of prior processing.

4. SHARING OF PERSONAL DATA.

The Company does not sell Personal Data. The Company shares Personal Data only as described below:

- (a) **Service Providers.** The Company shares data with third-party service providers who assist in operating the Platform, including Stripe (payment processing), Supabase (database and hosting infrastructure), and email service providers. These providers process data on the Company's behalf under data processing agreements and may not use data for their own commercial purposes.
- (b) **Aggregated and Anonymized Data.** The Company may collect, generate, use, and disclose aggregated and anonymized data derived from Platform usage for any lawful business purpose, including product development, industry research, and commercial partnerships. No individual user can be identified from such data.
- (c) **Advertising.** The Platform may display third-party advertisements on operator-configured tiers. The Company does not permit advertisers to target individual users based on personally identifiable information without appropriate consent. The Company does not sell user data to advertisers.
- (d) **Legal Requirements.** The Company may disclose Personal Data when required by law, court order, or government authority, or when necessary to protect the rights, property, or safety of the Company, its users, or the public.
- (e) **Course Operator Data Access.** The Company shares Player Data collected in connection with a specific course operator's QR code and platform deployment with that course operator as part of the Services. This includes player display names, gameplay scores, round histories, and leaderboard standings for players who accessed the Platform through that operator's course. Operators receive this data through their administrative dashboard and are subject to the Company's data use restrictions under their Software-as-a-Service Agreement.

5. COOKIES AND TRACKING TECHNOLOGIES.

- (a) The Platform uses session cookies and similar tracking technologies to maintain user sessions, remember preferences, and support Platform functionality.
- (b) The Company may use analytics tools to collect aggregated usage data to understand how users interact with the Platform and to improve the service.
- (c) You may configure your browser to refuse cookies; however, doing so may affect certain Platform features.

6. RETENTION OF PERSONAL DATA.

- (a) Account data for registered Players and Customers is retained for the duration of the account or subscription and for two (2) years following account closure or termination, after which it is deleted or anonymized.

- (b) Gameplay data, scores, and leaderboard records may be retained indefinitely in anonymized or aggregated form as part of the Platform's historical record.
- (c) Where retention is no longer necessary and no legal obligation requires it, the Company will delete or aggregate Personal Data. Where immediate deletion is not practicable, the Company will securely isolate the data from further processing until deletion is complete.
- (d) All Customer Data and Player Data is stored exclusively on servers within the United States.

7. USER RIGHTS AND DATA REQUESTS.

- (a) Registered Players may request deletion of their account and associated personally identifiable data by contacting the Company at support@caddycard.net. Anonymized gameplay records may be retained after deletion.
- (b) Customers may request an export of their player data associated with their course by contacting the Company.
- (c) Users may request access to, correction of, or information about the Personal Data the Company holds about them.
- (d) The Company does not sell Personal Data. Users have the right to opt out of any future sale of Personal Data should the Company's practices change; any such change will be communicated with at least thirty (30) days' prior notice.
- (e) To exercise any of the above rights, contact: support@caddycard.net. The Company will respond within forty-five (45) days of receiving a verifiable request.

8. SECURITY OF PERSONAL DATA.

The Company implements industry-standard technical and organizational security measures to protect Personal Data, including encryption at rest and in transit, row-level database security policies, and continuous automated monitoring. In the event of a security breach that results in or is reasonably likely to result in unauthorized access to Personal Data, the Company will notify affected users within seventy-two (72) hours of discovery in accordance with applicable law.

While the Company takes reasonable precautions, no security system is impenetrable. Users are responsible for maintaining the confidentiality of their account credentials. The Company does not accept responsibility for unauthorized access resulting from a user's failure to protect their credentials.

9. MODIFICATION OF THIS POLICY.

The Company keeps this Policy under regular review and may update it at any time. The Company will provide at least thirty (30) days' written notice of any material changes before they take effect by posting the updated Policy on the Platform and notifying registered users via email. Your continued use of the Platform following the effective date of any modification constitutes acceptance of the updated Policy.

10. GOVERNING LAW.

This Policy shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles. Any disputes arising under this Policy that are not resolved informally shall be subject to binding arbitration in Charleston, South Carolina, in accordance with the arbitration provisions of the CaddyCard Website Standard Terms and Conditions.

11. CONTACT DETAILS.

For questions, concerns, or data requests related to this Policy, please contact:

CaddyCard, LLC | Attention: Privacy

3776 Orion Lane, Mount Pleasant, SC 29466

support@caddycard.net

ACCEPTANCE

By clicking "I Agree," "Accept," or a similar button or checkbox on the CaddyCard platform, or by accessing or using the Platform following presentation of this Policy, the Customer or Player acknowledges that they have read, understood, and agree to be bound by this Privacy Policy. No handwritten or electronic signature is required; the act of clicking to accept or continuing to use the Platform constitutes the Customer's or Player's binding acceptance of this Policy as of the date of such action. If you do not agree to this Privacy Policy, do not click to accept and do not access or use the Platform.