

CaddyCard, LLC

Website Standard

Terms and Conditions

These Website Standard Terms and Conditions (herein referred to as "Terms") govern your access to and use of the websites, platform, and services operated by CaddyCard, LLC (herein referred to as the "Company," "we," "us," or "our"). By accessing or using the CaddyCard platform, you (herein referred to as "User," "Customer," or "Player," as applicable) agree to be bound by these Terms. These Terms apply to all users of the platform, including Customers and individual Players.

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. ASSENT AND ACCEPTANCE.

By using this Website, you agree to comply with all terms and conditions contained herein in full. If you do not agree with any of the terms and conditions mentioned herein, you must not use this Website or Services. Your continued use of the Website following any posted update to these Terms constitutes acceptance of the updated Terms.

3. AGE RESTRICTION.

Users must be at least eighteen (18) years of age to create an account or provide any personal information on this Website. By registering an account or submitting personal information, you represent and warrant that you are at least eighteen (18) years of age. Otherwise, the following apply:

- (a) 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 personally identifiable information from children under thirteen (13) in compliance with the Children’s Online Privacy Protection Act (COPPA). If the Company learns that it has inadvertently collected personal information from a child under thirteen (13), it will delete such information promptly.
- (b) 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.
- (c) Players under the age of eighteen (18) may use the Platform with parental or guardian consent. No personally identifiable information for users under eighteen (18) will be shared with or made accessible to Customers. Such players 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 Customers through the administrative dashboard or any data export.
- (d) Customers are responsible for ensuring that their use of the Platform does not result in the collection of personal information from users under eighteen (18) without appropriate parental or guardian consent mechanisms. The Company’s platform infrastructure enforces age-based data restrictions at the database level.

4. USER TYPES AND ACCOUNTS.

The CaddyCard platform serves two categories of users, each with distinct rights and responsibilities:

- (a) Customers. Mini-golf course operators who subscribe to the CaddyCard platform under a separate Software-as-a-Service Agreement. Customers access the platform through authenticated accounts, manage course branding and configurations, and review player analytics through an administrative dashboard.
- (b) Players. Individual persons who access the platform by scanning a course’s QR code to score rounds, view leaderboards, and optionally create a registered Player account. Players may use the platform as anonymous guests without creating an account, in which case no personally identifiable information is collected. Your display name will be visible on the public course leaderboard.
- (c) Account Security. Any user ID and password created for this Website are confidential. You are solely responsible for maintaining the confidentiality of your credentials and for

all activity that occurs under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security at support@caddycard.net.

5. LICENSE TO USE WEBSITE.

Subject to the terms and conditions of this Agreement, the Company grants you a non-exclusive, limited, non-transferable, and revocable license to access and use the Website and Services solely for their intended purposes as described herein.

- (a) For Customers, permitted use is governed by your separately executed Software-as-a-Service Agreement with the Company, which controls in the event of any conflict with these Terms.
- (b) For Players, permitted use includes accessing course scorecards via QR code, entering scores during a round, viewing leaderboards, and optionally creating and managing a registered Player account.
- (c) This license does not include any right to resell or commercially exploit the Website or its contents; collect or harvest any personally identifiable information from the Website; use the Website for any commercial solicitation purposes; or create derivative works from the Website content without the Company's prior written consent.

6. INTELLECTUAL PROPERTY RIGHTS.

The Company owns all rights to the intellectual property and materials contained in this Website, including but not limited to all software, code, algorithms, interfaces, designs, graphics, text, logos, and documentation. All such rights, titles, and interests are reserved.

- (a) You are granted a limited license only for the purpose of viewing and using the material contained on this Website in connection with your permitted use as a Customer or Player. You acknowledge that you will not use any intellectual property in a manner that violates any applicable law or infringes upon the Company's rights.
- (b) The CaddyCard name, logo, and branding are trademarks of CaddyCard, LLC. You may not use these marks without the Company's prior written consent.

Customers retain all intellectual property rights in and to their own course branding, logos, and content uploaded to the platform. By uploading content to the platform, Customers grant the Company a limited license to display such content solely for the purpose of providing the Services as described in the Software-as-a-Service Agreement.

7. PRIVACY INFORMATION.

While using this Website, you may provide the Company with certain information. The Company's collection, use, and protection of such information is governed by the Company's Privacy Policy, which is incorporated into these Terms by reference and available upon request at support@caddycard.net.

- (a) **Player Data.** For registered Players, the Company collects display names, email addresses, and gameplay data including scores, round histories, and leaderboard

standings. This information is used to operate the platform, leaderboards, and provide Player account functionality. Public leaderboards will display anonymized information.

- (b) Guest Data. Players using the platform in anonymous guest mode do not provide personally identifiable information. Guest sessions are tracked using pseudonymous session identifiers that are not linked to identifiable individuals.
- (c) Customer Data. For Customers, the Company collects business contact information, course configuration data, branding assets, and subscription information. This data is governed by the Software-as-a-Service Agreement.
- (d) Aggregated 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 aggregated data.
- (e) Data Across Borders. By using this Website, you authorize the Company to process your information in the United States, where the platform's data infrastructure is located. All Customer Data and Player Data is stored exclusively on servers within the United States.

8. USER RESTRICTIONS.

All users are strictly prohibited from engaging in the following activities while using this Website:

- (a) Publishing, reproducing, or distributing any Website content in any external media without the Company's prior written consent.
- (b) Transferring usage rights or engaging in any unauthorized commercial transaction involving access to the Website or Services.
- (c) Damaging, disabling, overloading, impairing, or otherwise interfering with the Website or its servers or networks in any form.
- (d) Using this Website in any way that affects or restricts other users' access to or use of the Website.
- (e) Using this Website in violation of any applicable federal, state, or local law or regulation, including the laws of the State of South Carolina.
- (f) Using this Website to engage in unauthorized advertising or marketing, including sending unsolicited commercial communications to other users.
- (g) Extracting, scraping, or harvesting data or information from this Website using automated tools, bots, or scripts without the Company's prior written consent.
- (h) Manipulating, falsifying, or submitting fraudulent scores, rounds, or player data on the platform.
- (i) Attempting to probe, scan, penetrate, or test the security or vulnerability of the Website or any associated systems.
- (j) Attempting to reverse engineer, decompile, disassemble, or otherwise derive the source code of any component of the Website or platform.

- (k) Impersonating the Company, its employees, or any other person or entity in connection with use of the Website.
- (l) Using player contact information collected through the platform for unsolicited commercial communications without appropriate consent.
- (m) Facilitating any illegal gambling, sweepstakes, or prize contest through the platform without compliance with all applicable laws.

9. USER CONTENT.

In this Agreement, User Content means any audio, video, text, images, scores, reviews, ratings, or other materials a user submits or publishes on this Website or platform. By submitting User Content, you grant the Company the following rights.

- (a) License Grant. You grant the Company a non-exclusive, worldwide, royalty-free license to store, display, reproduce, and use your User Content solely for the purpose of operating and improving the platform and its features, including leaderboards, course profiles, and player analytics.
- (b) Course Logos and Branding. Customers who submit logos and branding assets for display on the platform grant the Company an additional right to display such materials on player-facing scorecards, leaderboards, and the course owner portal, subject to the Company's logo review and approval process.
- (c) Accuracy. You represent and warrant that any content you submit is accurate and does not infringe upon the intellectual property rights, privacy rights, or other rights of any third party.
- (d) Retention. The Company may retain anonymized or aggregated versions of User Content following termination of your account as part of the platform's historical record, including anonymized leaderboard entries and course ratings.

10. SECURITY AND DATA LOSS.

The Company implements industry-standard security measures to protect the Website and user data, including encryption at rest and in transit, row-level database security policies, and continuous monitoring through automated tools. These measures are described in the Company's Data Storage and Backup Policy.

- (a) While the Company takes reasonable precautions, no security system is impenetrable. The Company cannot guarantee the absolute security of your account or content and does not accept responsibility for unauthorized access resulting from your failure to protect your account credentials.
- (b) In the event of a security breach that results in or is reasonably likely to result in unauthorized access to your personal data, the Company will notify affected users within seventy-two (72) hours of discovery in accordance with applicable law.
- (c) You agree to use the Website at your own risk with respect to factors beyond the Company's reasonable control.

11. ADVERTISING CONTENT.

The Website and platform may display advertisements for or links to third-party websites, products, and services (“Third-Party Ads”). The following terms apply to all advertising on the platform:

- (a) The Company is not responsible for the content, accuracy, or availability of Third-Party Ads or any third-party websites accessed through links on the platform.
- (b) The display of Third-Party Ads does not constitute an endorsement by the Company of any third-party product, service, or website.
- (c) The Company does not permit advertisers to target individual users based on personally identifiable information without appropriate consent.
- (d) Advertising revenue generated through the platform may be shared with Premium tier Customers in accordance with the terms of their Software-as-a-Service Agreement.
- (e) CaddyCard platform products are ad-free from the Company itself. The Company does not sell user data to advertisers and does not permit advertisers to pay to have the Company promote specific products in user interactions.

12. SUPPORT.

The Company provides technical support to users under the following terms:

- (a) The Company provides technical support via in-platform chat and email during normal business hours (Monday through Saturday, 9:00 AM to 6:00 PM Eastern Time).
- (b) The Company targets a response time of twenty-four (24) hours for non-critical support inquiries submitted by Customers. Premium tier Customers receive priority support response.
- (c) Support is available only for the unaltered, Company-hosted version of the platform. Support does not extend to issues caused by third-party services, the user’s own hardware or network conditions, or circumstances outside the Company’s reasonable control.
- (d) The Company will use commercially reasonable efforts to correct confirmed platform errors reported by users and to respond to each reported error in accordance with its standard support process.
- (e) Player support inquiries may be directed to support@caddycard.net. The Company will make reasonable efforts to respond within forty-eight (48) hours.

13. NO SURREPTITIOUS CODE.

- (a) The Company agrees that, to the best of its knowledge, the Website and platform do not contain any hacking code, spyware, adware, ransomware, rootkits, keyloggers, viruses, trojans, worms, or other code or mechanism designed to collect personal information, maintain unauthorized control of a system, or restrict user access to their data without their knowledge and consent.
- (b) Users warrant that they will not knowingly introduce, via any means, any malicious code, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other

unauthorized code or mechanism into the Website or platform that could permit unauthorized access to user data, restrict the Company's ability to provide Services, or damage the platform or other users' experience.

14. DISCLAIMER OF EARNINGS CLAIMS AND BUSINESS PERFORMANCE.

The following disclaimers apply specifically to Customers:

- (a) **No Earnings Representation.** The Company makes no representation, warranty, guarantee, or projection, express or implied, written or oral, regarding the revenue, income, profits, sales volume, customer traffic, or business performance that any Customer may achieve through use of the platform. Any financial or operational results described in the Company's marketing materials, sales presentations, case studies, or testimonials are illustrative only and are not a guarantee or prediction of results any Customer will achieve.
- (b) **Platform Analytics Are Historical Only.** Analytics and metrics provided through the platform, including player counts, round volumes, leaderboard activity, and engagement data, reflect historical activity only and are not projections or forecasts of future performance. Such data may not be complete or error-free and should not be relied upon as the sole basis for any business decision.
- (c) **No Traffic Guarantee.** The Company does not guarantee any minimum number of players, rounds, leaderboard participants, course ratings, or directory views that any Customer will receive through the platform. Platform performance depends on numerous factors outside the Company's control.
- (d) **FTC Compliance.** Any testimonials or case studies shared by the Company reflect the experiences of specific courses under specific conditions and are not representative of typical results. Individual results will vary based on factors specific to each Customer's business and market.

15. WARRANTIES AND DISCLAIMERS.

- (a) **Platform Warranty.** The Company represents and warrants that the platform will perform substantially in accordance with applicable specifications contained in its documentation. In the event the platform does not materially conform to such documentation, the Customer shall promptly notify the Company in writing, and the Company will make commercially reasonable efforts to correct the nonconformance.
- (b) **No Guarantee of Uninterrupted Service.** The Company does not guarantee that the Website or Services will be uninterrupted, error-free, or virus-free. The Company will make commercially reasonable efforts to maintain 99% platform uptime, excluding scheduled maintenance periods.
- (c) **AS IS Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTY IN SECTION 14(a), THE WEBSITE AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE

COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY THAT USE OF THE PLATFORM WILL RESULT IN INCREASED REVENUE, CUSTOMER TRAFFIC, OR BUSINESS SUCCESS.

16. TERMINATION.

- (a) **By User.** Users are free to stop using this Website or Services at any time. Customers who wish to terminate their subscription must do so in accordance with the termination provisions of their Software-as-a-Service Agreement.
- (b) **By Company — For Cause.** The Company reserves the right to terminate or suspend a user’s access to the Website or Services immediately if the user violates any of the terms outlined herein, including but not limited to the User Restrictions in Section 6, or engages in conduct that the Company determines poses an immediate risk to the platform, other users, or Players.
- (c) **By Company — For Non-Payment.** For Customers, the Company may suspend platform access after seven (7) days of non-payment and may terminate the Agreement after thirty (30) days of continued non-payment.
- (d) **Effect of Termination.** Upon termination, all licenses granted herein terminate immediately. Users must cease all use of the Website and Services. Data retrieval rights following termination are governed by the Company’s Data Storage and Backup Policy and, for Customers, by the Software-as-a-Service Agreement.
- (e) **Survival.** Sections 5, 6, 14, 15, 17, 18, 19, and 21 survive termination of this Agreement.

17. ARBITRATION.

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement or the Website or Services (each, a “Dispute”), the parties agree to first attempt to resolve the Dispute informally by written notice describing the Dispute in reasonable detail. If the Dispute is not resolved within thirty (30) days of such notice, either party may submit the Dispute to binding arbitration as follows:

- (a) **Arbitration Procedure.** All Disputes not resolved informally shall be finally resolved by binding arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules then in effect. There shall be one (1) arbitrator mutually agreed upon by the parties, or if the parties cannot agree within fifteen (15) days, appointed by the AAA. The arbitration shall be conducted in Charleston, South Carolina, or by remote hearing at either party’s election. The arbitrator’s decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- (b) **Costs and Fees.** Each party shall bear its own attorneys’ fees and costs. AAA filing fees shall be split equally between the parties, except that the arbitrator may award fees and costs to the prevailing party if the other party asserted a claim or defense in bad faith.
- (c) **Injunctive Relief.** Notwithstanding the foregoing, either party may seek emergency injunctive or equitable relief from a court of competent jurisdiction in Charleston, South Carolina, without first submitting to arbitration, where such relief is necessary to prevent irreparable harm, including but not limited to claims involving intellectual property

infringement, breach of confidentiality, or unauthorized use of the platform. Seeking such relief shall not waive either party's right to arbitration of the underlying Dispute.

- (d) **Class Action Waiver.** All Disputes shall be arbitrated on an individual basis only. Neither party shall have the right to participate in a class, consolidated, or representative arbitration or proceeding. The arbitrator shall have no authority to consolidate claims or preside over any class or representative proceeding.
- (e) **Time Limitation.** Any Dispute must be submitted to arbitration within one (1) year of the date the claiming party knew or reasonably should have known of the facts giving rise to the Dispute, or it shall be forever barred.

18. LIMITATION OF LIABILITY.

- (a) To the maximum extent permitted by applicable law, the Company's total aggregate liability to any user arising out of or connected with this Agreement or the Website or Services, whether based on contract, tort, warranty, or any other theory, shall not exceed the greater of: (i) the total fees paid by that user to the Company in the three (3) months immediately preceding the claim; or (ii) one hundred dollars (\$100.00) for claims by Players who have not paid fees to the Company.
- (b) To the maximum extent permitted by applicable law, in no event shall the Company or its affiliates, partners, or suppliers be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of revenues, profits, data, or business opportunity, arising out of or related to this Agreement or the Website or Services, even if advised of the possibility of such damages.
- (c) The Company shall not be liable for any damages arising from: (i) a user's failure to maintain accurate information on the platform; (ii) unauthorized access to user data caused by a user's failure to protect their account credentials; (iii) platform unavailability during scheduled or emergency maintenance; or (iv) actions or omissions of third-party service providers, including payment processors.

19. INDEMNIFICATION.

You agree to indemnify, defend, and hold harmless the Company, its members, employees, contractors, agents, successors, and assigns (collectively, "Company Parties") from and against any and all third-party claims, damages, losses, liabilities, and reasonable attorneys' fees arising out of or related to:

- (a) Your use or misuse of the Website or Services;
- (b) Your breach of any representation, warranty, or obligation under this Agreement;
- (c) Any content you submit to the platform that infringes upon the rights of any third party;
- (d) Any claim by your employees, contractors, agents, customers, or guests arising from your operation of your mini-golf business in connection with the platform; or
- (e) Your violation of any applicable federal, state, or local law or regulation.

20. NOTICES.

Any notices required or permitted by this Agreement shall be in writing and delivered by one of the following methods: (a) certified mail, return receipt requested; (b) overnight courier; (c) personal delivery; or (d) email with confirmation of receipt.

Notice is deemed given upon receipt for personal delivery and email, or two (2) business days after mailing for certified mail or overnight courier.

Company notice address: CaddyCard, LLC | Attention: Legal | 3776 Orion Lane, Mount Pleasant, SC 29466 | support@caddycard.net

User notice address: As provided by the user in their account profile or on the signature page of the applicable Software-as-a-Service Agreement.

21. SEVERABILITY.

In the event any provision of this Agreement is deemed to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, that part shall be severed from the remainder of this Agreement, and all other provisions shall remain in full force and effect as valid and enforceable. The parties agree that the invalid or unenforceable provision shall be replaced with a valid provision that most closely achieves the intent of the original.

22. GOVERNING LAW.

This Agreement 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. If any dispute under this Agreement cannot be resolved by arbitration pursuant to Section 17, it shall be resolved by litigation in the courts of Charleston, South Carolina, including the federal courts therein. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available to them.

23. MODIFICATION OF TERMS.

The Company reserves the right to modify these Terms and Conditions at any time by posting the updated Terms on the Website. Modifications become effective upon posting. Your continued use of the Website or Services following the posting of any modification constitutes your acceptance of the updated Terms. It is your responsibility to review these Terms periodically. If you do not agree to the updated Terms, you must stop using the Website and Services.

24. ENTIRE AGREEMENT.

This Agreement, together with the Company's Privacy Policy and Data Storage and Backup Policy (incorporated herein by reference), constitutes the entire agreement between the parties with respect to the use of the Website and Services and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties. For Customers, the separately executed Software-as-a-Service Agreement governs the subscription relationship and controls in the event of any conflict with these Terms. The Company reserves the right to modify this Agreement at any time by posting the updated Terms on the Platform. Modifications

become effective upon posting, and your continued use of the Website or Services following any such posting constitutes your acceptance of the updated Terms.

ACCEPTANCE OF TERMS.

By clicking “I Agree,” “Accept,” or a similar button or checkbox on the CaddyCard platform, or by accessing or using the Website or Services following presentation of these Terms, you acknowledge that you have read, understood, and agree to be bound by these Website Standard Terms and Conditions. No handwritten or electronic signature is required; the act of clicking to accept or continuing to use the Website constitutes your binding acceptance of these Terms as of the date of such action.

If you do not agree to these Terms and Conditions, do not click to accept and do not access or use the Website or Services.