

Golf.Ai Platform Terms and Conditions

Welcome to Golf.Ai! We provide a cloud-based platform (**Platform**) where you can leverage AI to learn the rules of golf, sharpen your strategy and elevate your golfing experience.

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we**, **us**, or **our**, we mean Everything 24 Services Pty Ltd (ACN 678 365 805).

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: contact@golf.ai.

These Terms were last updated on 23 July 2024.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 1.3 (Variations) which sets out how we may amend these Terms;
- clause 8 (Disclaimer) sets out the limitations of using Output and using an AI LLM; and
- clause 11 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Engagement and Term

- 1.1 These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Services for this period of time only.
- 1.2 You must be at least 16 years old to use our Platform.
- 1.3 **Variations:** We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you will no longer be able to access our Services (including our Platform) on and from the date of cancellation.

2. Our Services

- 2.1 Subject to your compliance with these Terms, we will provide you with access to our Platform (our **Services**).
- 2.2 We will not be responsible for any other services unless expressly set out on in these Terms or on our Platform.
- 2.3 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- 2.4 **Beta Services:** If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.
- 2.5 **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.3.

3. Account

- 3.1 You must sign up for an Account in order to access and use our Platform.
- 3.2 You may register for an Account using your Apple, Google or Meta account (**Single Sign-On Account**). If you sign in to your Account using a Single Sign-On Account, you authorise us to access information from your Single Sign-On Account including your name and contact information.
- 3.3 While you have an Account with us, you agree to:

- (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
- (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
- (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.

4. Payments

- 4.1 You must pay all amounts due under these Terms in accordance with these Terms or as set out on our Platform (as applicable).
- 4.2 You must not pay, or attempt to pay, any fees due under these Terms or as a result of your use of our Services by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- 4.3 **Late Payments:** If any fees due under these Terms or as a result of your use of our Services are not paid on time, we may:
 - (a) suspend your access to our Services (including access to our Platform); and
 - (b) charge interest on any overdue payments at a rate equal to the Reserve Bank of Australia's cash rate, from time-to-time, plus 2% per annum, calculated daily and compounding monthly.
- 4.4 **Taxes:** You are responsible for paying any levies or taxes associated with your use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

5. Platform Licence

- 5.1 While you have an Account, we grant you a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.
- 5.2 You must not:
 - (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
 - (b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
 - (c) introduce any viruses or other malicious software code into our Platform;
 - (d) use any unauthorised or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to our Platform;
 - (e) attempt to access any data or log into any server or account that you are not expressly authorised to access;
 - (f) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;
 - (g) use Output from the Services to develop models or services that compete with us;
 - (h) use any automated or programmatic method to extract data or Output from our Services, including scraping, web harvesting, or web data extraction;
 - (i) represent that Output from our Services was human-generated when it is not, or otherwise violate any usage policies provided to you by us;
 - (j) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or
 - (k) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

6. Availability, Disruption and Downtime

- 6.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 6.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 6.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

7. Intellectual Property and Data

- 7.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not

to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.

- 7.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

Your Data

- 7.3 You must ensure that you have the permission to share Your Data and any information that you provide to us or enter into our Platform, and do not disclose any Personal Information or information that is otherwise protected by privacy or data protection laws.
- 7.4 We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
- (a) supply our Services to you (for example, to enable you to access and use our Services), and otherwise perform our obligations under these Terms;
 - (b) diagnose problems with our Services;
 - (c) improve, develop and protect our Services;
 - (d) send you information we think may be of interest to you based on your marketing preferences;
 - (e) perform analytics for the purpose of remedying bugs or issues with our Platform; or
 - (f) perform our obligations under these Terms (as reasonably required).
- 7.5 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur over various networks.
- 7.6 You are responsible for (meaning we are not liable for):
- (a) the integrity of Your Data on your systems, networks or any device controlled by you; and
 - (b) backing up Your Data.
- 7.7 When you use our Services, we may create anonymised statistical data from Your Data and usage of our Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.
- 7.8 If you do not provide Your Data to us, it may impact your ability to receive our Services.

Output

- 7.9 We own all Intellectual Property Rights in all Output.
- 7.10 Subject to your compliance with these Terms, we grant you a non-exclusive, irrevocable, worldwide, sublicensable and transferable right and licence, to use the Output generated by our Services.
- 7.11 You acknowledge that we may use the Output to provide and improve our Services and/or the Platform and to supply our Services and/or the Platform to our other clients (subject to clause 7.7).
- 7.12 You agree that it is your responsibility to evaluate the accuracy and appropriateness of any Output for your use case in accordance with clause 8.

8. Disclaimer

- 8.1 When you use our Services, you should be aware of the limitations of the information our Platform uses to produce Output and using an artificial intelligence learning language model (**AI LLM**). You acknowledge and agree:
- (a) the information used by our Services to produce Output has been provided to us by you (as Your Data) and by third parties and is intended for general information and educative purposes only. It does not constitute professional advice, and should not be relied upon as such;
 - (b) whilst safeguards are built into our Services and the Platform, we do not specifically curate data inputted into the Platform and/or the data used by our Platform (including Your Data);
 - (c) we have no belief one way or the other as to whether the information used by our Platform is correct and we have not verified the accuracy, relevance, and application of the information to your personal circumstances. The AI LLM may give inaccurate information by virtue of the information or data inputted into the AI LLM and due to errors in analysing language patterns;

- (d) artificial intelligence and machine learning are rapidly evolving fields of study and use of the Platform may in some situations result in incorrect Output that does not accurately reflect real people, places, or facts; and
- (e) you should independently verify the Output information and make your own enquiries.

9. Confidential Information and Personal Information

- 9.1 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.
- 9.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.
- 9.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws.
- 9.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).
- 9.5 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).
- 9.6 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

10. Consumer Law Rights

- 10.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms.
- 10.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance.
- 10.3 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). If our Platform is not ordinarily used for personal, household or domestic use, our liability for a breach of your Consumer Law Rights is limited to either resupplying our Services, or paying the cost of having our Services resupplied.

11. Liability

- 11.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:
 - (a) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
 - (b) any use of our Services by a person or entity other than you.
- 11.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:
 - (a) neither we or you are liable for any Consequential Loss;
 - (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
 - (c) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
 - (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to AU\$1,000.

12. Suspension and Termination

- 12.1 We may suspend your access to our Services where we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform). If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

- 12.2 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:
- (a) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
 - (b) you breach these Terms and that breach cannot be remedied; or
 - (c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).
- 12.3 You may terminate these Terms if:
- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
 - (b) we breach these Terms and that breach cannot be remedied.
- 12.4 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 13.8), and termination will take effect immediately.
- 12.5 Upon termination of these Terms, we will retain Your Data (including copies) as required by law or regulatory requirements.
- 12.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

13. General

- 13.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.
- 13.2 **Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- If the Dispute is not resolved at that initial meeting:
- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
 - (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Sydney, New South Wales, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.
- 13.3 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.
- 13.4 **Governing law:** These Terms are governed by the laws of New South Wales, and any matter relating to these Terms is to be determined exclusively by the courts in New South Wales and any courts entitled to hear appeals from those courts.
- 13.5 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.
- 13.6 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- 13.7 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.
- 13.8 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.
- 13.9 **Survival:** Clauses 7 to 12 will survive the termination or expiry of these Terms.
- 13.10 **Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

14. Definitions

- 14.1 In these Terms:

Account means an account accessible to the individual or entity who signed up to our Services.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or

loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Output means the output generated and returned by the Platform based on input.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Platform means our cloud-based platform that we provide you with access to as part of the Services.

Services means the services we provide to you, as detailed in clause 2.1.

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you when receiving our Services or stored by or generated by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services.