

General Terms and Conditions of Acceleraze Golf, Inc.

Acceleraze Golf, Inc., 990 Biscayne Blvd, STE 503, Miami, FL, 33132; info@audio.golf

1. Scope of application

- 1.1. **Governing Relationship:** These Terms and Conditions exclusively govern your use of the Audio Golf website ("Site") and apply to all online and on-site Services offered by Acceleraze Golf, Inc. ("Acceleraze," "we," "us," "our"). They constitute the entire legal relationship between you ("Customer") and Acceleraze. Acceleraze Golf, Inc. is a subsidiary of Acceleraze Golf Management Holding GmbH.

2. Acceptance of Contract terms

- 2.1. **Non-Acceptance:** If you do not agree with these Terms and Conditions, you must discontinue using this Site and refrain from registering for, accessing, or using any Acceleraze Service.
- 2.2. **Agreement to Terms:** By using this Site, including browsing, downloading materials, or placing orders, you confirm that you have read, understood, and agreed to these Terms.
- 2.3. **Responsibility for Multiple Participants:** If you register multiple participants in a single on-site Services order, you confirm that all participants have read and accepted these Terms and Conditions and that you have the authority to bind them to these Terms. If you cannot make this confirmation, you must refrain from registering on behalf of these individuals.
- 2.4. **Right to Refuse Service:** Acceleraze reserves the right to refuse Service to any Customer who violates these Terms, engages in abusive behavior, or for any other reason at our sole discretion.

3. Amendments and Updates

- 3.1. **Terms and Conditions:** Acceleraze reserves the right to modify these Terms and Conditions at any time without notice. The most current version of the Terms and Conditions will always be available on the Site. The Customer is responsible for reviewing the updated terms before each use of the Site or Services.
- 3.2. **Subscription Terms:** Acceleraze reserves the right to modify subscription terms. The Customer will be notified of changes via email or through the Site.

4. Services and Plans Overview

- 4.1. **Service Description:** Acceleraze provides a range of golf improvement Services based on the Audio Golf method, including:
 - 4.1.1. **Online Services:**
 - 4.1.1.1. On-demand video courses.
 - 4.1.1.2. Swing video upload service (receive a customized Audio Golf phrase for uploaded swing videos).
 - 4.1.1.3. Online coaching via live sessions.
 - 4.1.2. **On-Site Services:**
 - 4.1.2.1. Group clinics at designated training locations.
 - 4.1.2.2. Private sessions at designated training locations.
- 4.2. **Plan Types:** Acceleraze offers a variety of plan options to suit different needs:
 - 4.2.1. **Subscription-Based Membership Plans:** For ongoing access to a broader range of Services and benefits through a recurring subscription.
 - 4.2.2. **Pay-As-You-Go Plans:** For Customers who wish to access individual Services as needed.
- 4.3. **Target Audience:** Acceleraze Services are designed for dedicated golfers, including avid golfers, elite amateurs, junior golfers, college players, and professional golfers. On-site Services also cater to advanced recreational golfers.

5. Customer Registration and Accounts

- 5.1. **Account Creation:** The Customer must complete the registration process by providing current, complete, and accurate information. A password and login name or email address will be required.
- 5.2. **Account Security:** The Customer is entirely responsible for maintaining the confidentiality of his/her login information and is prohibited from sharing it with others. The Customer may not use anyone else's account at any time. Any breach of account security must be reported to us immediately.
- 5.3. **Age Restrictions:** A Customer must be at least 18 years old to register. Minors under 18 may only register through their parents or legal guardians.
- 5.4. **Account Termination:** Acceleraze reserves the right to suspend or terminate accounts at its discretion, particularly in cases of non-payment, breach of these Terms, or misuse of Services. Acceleraze is not liable for any account termination.

6. Payment Terms

- 6.1. **Pricing Structure:** Pricing details for pay-as-you-go and subscription-based Services are available on the Acceleraze website.
- 6.2. **Accepted Payment Methods:** Payment methods are outlined on the Acceleraze website.
- 6.3. **Billing Cycle:** Subscription Services are billed monthly or annually, depending on the chosen plan. Pay-as-you-go Services are billed upon purchase.
- 6.4. **Changes to Price and Subscription Plans:** Acceleraze reserves the right to change subscription plans or adjust pricing. Changes will take effect after notice to the Customer.
- 6.5. **Automatic Renewal:** Subscriptions automatically renew at the end of each billing cycle unless canceled by the Customer. Monthly subscriptions will renew every month. Annual subscriptions will renew monthly after the initial one-year term, with each renewal being for a one-month period.

- 6.6. **Coupons and Discounts:** Coupons and discounts apply only to Services booked or purchased on or after the date the coupon or discount is made available.
7. **Cancellation and Refund Policy**
- 7.1. **Subscription:** The Customer may cancel subscriptions at any time by following the cancellation procedure on the website. Refunds for partial periods are not provided.
- 7.2. **Online courses:** Refunds are only provided under specific conditions, such as technical issues preventing access. Refund requests must be made within 14 days of purchase. Sales are final once a Service is used.
- 7.3. **Online Coaching via live sessions & On-site Services:**
- Up to 14 days before the session: Full refund, minus transaction fees.
 - 14 to 7 days before the session: 50% refund.
 - 7 days to 48 hours before the session: 20% refund.
 - Less than 48 hours before the session: No refund.
- 7.4. **Cancellation Contact:** To cancel, send an email to support@audio.golf.
8. **On-site Services Implementation**
- 8.1. **Confirmation Details:** The training facility, date, and time of each session will be listed in the confirmation email.
- 8.2. **Minimum Participation Requirement:** Sessions may be canceled if the minimum number of participants is not met. The Customer may choose to reschedule or receive a full refund.
- 8.3. **Schedule Adjustments:** The training schedule and content may change due to skill levels or weather conditions. Acceleraze reserves the right to modify or cancel confirmed bookings.
- 8.4. **Coach Requests:** While Acceleraze will attempt to accommodate coach requests, it cannot guarantee the availability of a specific coach.
- 8.5. **Coach Unavailability:** If a scheduled coach becomes unavailable, Acceleraze will provide a replacement or offer to reschedule or refund the session.
- 8.6. **Weather Conditions:** Lessons will only be canceled due to severe weather conditions, such as lightning or heavy rain. Otherwise, lessons proceed in all weather conditions.
- 8.7. **Arrival Time:** The Customer should arrive and warm up 10 minutes before the session starts.
- 8.8. **Range Balls and Fees:** The Customer is responsible for supplying his/her own range balls and paying any required fees.
- 8.9. **Health Limitations:** The Customer must inform Acceleraze of any health limitations that could affect his/her ability to participate.
9. **Supervision of Minors Participating in on-site Services**
- 9.1. **Duration of Supervision:** Acceleraze coaches supervise children only during the session. Afterward, children must remain in the training area until picked up by a designated guardian.
- 9.2. **Parental Responsibility:** Guardians must arrive before the session ends to pick up their children. Acceleraze is not responsible for children outside of the training session.
- 9.3. **Child Conduct and Safety:** Guardians must inform children not to leave the training area and to follow the coach's instructions. Acceleraze is not liable if a child leaves the area and is harmed.
10. **Intellectual Property: Acceleraze Site**
- 10.1. **Content Ownership:** All content on this Site is owned or controlled by Acceleraze Golf Management Holding GmbH and is protected by U.S. and international copyright laws.
- 10.2. **Customer Usage Rights:** You do not acquire ownership rights by downloading copyrighted material. Unauthorized use of content violates Acceleraze Golf Management Holding GmbH's intellectual property rights.
- 10.3. **Prohibited Uses:** You may not reproduce, distribute, or use any Site content for commercial purposes without prior written consent from Acceleraze.
11. **Intellectual Property: Acceleraze Services**
- 11.1. **Content Ownership:** All Service content, including videos, Audio Golf phrases, and coaching content, is the intellectual property of Acceleraze Golf Management Holding GmbH.
- 11.2. **Customer Usage Rights:** The Customer is granted a limited, non-exclusive right to access and use training content for personal use only.
- 11.3. **Prohibited Uses:** Unauthorized commercial use of Acceleraze content will result in immediate termination of access and potential legal action.
12. **Confidentiality**
- By scheduling or taking any Acceleraze Services, including coaching sessions, the Customer agrees to the following Confidentiality terms:
- 12.1. **Proprietary Rights:** Audio Golf methods are proprietary intellectual property of Acceleraze Golf Management Holding GmbH.
- 12.2. **Purpose of Instruction:** The Acceleraze Services 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.

- 12.3. **Nature and Protection of Confidential Information:** 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.
- 12.4. **Obligation of Confidentiality:** 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. The Customer agrees to take all reasonably necessary measures to prevent third parties from accessing and using these methods.
- 12.5. **Exceptions to Confidentiality:** No confidentiality obligation exists where disclosure is required by law.
- 12.6. **Definition of Confidential Information:** "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:
- 12.6.1. The specific Audio Golf sound patterns learned in the Acceleraze Service;
 - 12.6.2. Audio Golf Teaching methods, related know-how, inventions, and analog and digitally embodied information (data);
 - 12.6.3. 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.
 - 12.6.4. Information that is not Confidential Information means any information:
 - 12.6.4.1. 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;
 - 12.6.4.2. 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;
 - 12.6.4.3. which has been obtained by the Customer without the use of or reference to Acceleraze Confidential Information; or
 - 12.6.4.4. which is made available to the Customer by an authorized third party without breach of any confidentiality obligation.
- 12.7. **The Customer agrees:**
- 12.7.1. Not to commercially exploit Confidential Information without written consent.
 - 12.7.2. To use Confidential Information only for its intended purpose.
 - 12.7.3. 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.
- 12.8. **Limitations on Ownership Rights:** The Customer does not acquire ownership rights to Confidential Information.
- 12.9. **Prohibition on Exploitation and Imitation:** 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.

13. Customer Conduct

- 13.1. **Community Guidelines:** The Customer must engage respectfully in all forums, live sessions, and interactions with Acceleraze coaches and other Customers. General rules of golf etiquette on the golf course and the host club's house rules must be observed.
- 13.2. **Prohibited Activities:** Harassment, unauthorized recording, intellectual property infringement, and any form of abusive behavior are strictly prohibited.
- 13.3. **Consequences:** Violations may result in suspension or permanent banning from Acceleraze Services, even if the customer has paid in full.

14. Privacy Policy

- 14.1. **Data Collection:** Acceleraze collects personal information for service provision, marketing, and analytics.
- 14.2. **Data Usage:** Data is used to enhance services and communicate with Customers. Acceleraze does not sell personal data to third parties.
- 14.3. **Third-Party Sharing:** Data may be shared with trusted partners for service delivery. Data is protected by applicable privacy laws.
- 14.4. **Customer Rights:** The Customer can access, update, or delete his/her data by contacting Acceleraze. Data processing complies with U.S. laws, and additional rights under GDPR may apply for EU residents.

15. Disclaimers and Liability

- 15.1. **No Guarantees:** Acceleraze does not guarantee specific outcomes from its Services. Results may vary.
- 15.2. **No Warranty of Accuracy:** Use of this Site is at your own risk. Acceleraze does not warrant the accuracy of any information on this Site or linked third-party sites.
- 15.3. **Limitation of Liability:** Acceleraze's liability is limited to the amount paid for the Services. Acceleraze is not responsible for any indirect, incidental, or consequential damages.
- 15.4. **Assumption of risk:** By using Acceleraze Services, you accept the inherent risks associated with physical activities, including golf. You waive any claims against Acceleraze for injuries, damages, or losses, except in cases of gross negligence or willful misconduct.
- 15.5. **Disclaimer of Warranties:** Acceleraze Services are provided "as is," without warranties of any kind.

16. Dispute Resolution

- 16.1. **Governing Law:** These Terms and Conditions are governed by the laws of Florida, USA. A Customer accessing services from outside the U.S. is responsible for compliance with local laws.
- 16.2. **Dispute Resolution Process:** Disputes will be resolved through Florida courts unless otherwise agreed.
- 16.3. **Class Action Waiver:** The Customer waives the right to participate in class-action lawsuits against Acceleraze.

17. Intellectual Property and Confidentiality Enforcement

- 17.1. **Ownership and Licensing:** All intellectual property related to the Audio Golf method and any other materials provided through the Site and Acceleraze Services are owned by Acceleraze Golf Management Holding GmbH. Acceleraze Golf, Inc., as a subsidiary, is licensed to market and provide these Services.
- 17.2. **Violation of Intellectual Property and Confidentiality:** Any unauthorized use, reproduction, distribution, or disclosure of the intellectual property or Confidential Information of Acceleraze Golf Management Holding GmbH constitutes a breach of these Terms and Conditions.
- 17.3. **Legal Actions:** Acceleraze Golf Management Holding GmbH reserves the right to take legal action against any Customer who breaches intellectual property rights or confidentiality obligations, including seeking injunctions, damages, or other remedies available by law.
- 17.4. **Joint Enforcement:** Both Acceleraze Golf, Inc. and Acceleraze Golf Management Holding GmbH are entitled to enforce their rights under these Terms. The Customer agrees that violations affecting either entity may result in legal actions pursued by both or either entity.
- 17.5. **Indemnification:** The Customer agrees to indemnify and hold harmless both Acceleraze Golf, Inc. and Acceleraze Golf Management Holding GmbH from any claims, damages, losses, or legal fees arising from violations of intellectual property rights or breaches of confidentiality.

18. Additional Considerations

- 18.1. **Special Offers and Promotions:** Promotional offers may be subject to additional terms communicated during the offer period.
- 18.2. **Free Trials:** Free trials will convert to paid subscriptions unless canceled before the trial period ends.
- 18.3. **Third-Party Services:** The Customer agrees to the terms of third-party services used for payment processing and hosting.
- 18.4. **Accessibility:** Acceleraze strives to make Services accessible to all Customers. Contact Acceleraze for specific accommodations.
- 18.5. **Content Updates:** Course content may be updated periodically. Access to new content may incur additional fees.

19. Final provisions

- 19.1. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions remain in full force and effect.
- 19.2. **Waiver:** No waiver by Acceleraze of any provision shall be effective unless in writing and signed. Failure to exercise any right does not constitute a waiver.
- 19.3. **Survival:** The obligations in this Agreement, including Confidentiality terms, survive the expiration or termination of this Agreement.