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Flying Caddie makes mobile applications that enhance the fun of Golf. Its mobile app is integrated with the online Portal, to give golf courses as well as golfers the ultimate golf experience. We share with friends and interact with friends via social media as well

Flying Caddie's online portal supports the mobile apps created by Flying Caddie ("Flying Caddie"). Like all online services, we need to have a Terms of Service ("Terms"). Please carefully read these Terms and email us at flyingcaddie@gmail.com if you have any questions. By accessing or using the Service or downloading the Application, you agree to be bound by these Terms and by our Privacy Policy, whether or not you are a registered user of our Service. These Terms apply to all visitors, registered users, and others who access the Service ("Users"). Please carefully and thoroughly read these terms and conditions as they make up the Terms of Service Agreement ("Agreement") which is a legal, binding agreement between you and Flying Caddie.

CHANGES TO TERMS

This Agreement may be updated by Flying Caddie from time to time. Flying Caddie expressly reserves the right to make any changes to this Agreement, or to the Site and its content, or the Service at any time without prior notice to you. All such updates and changes are effective immediately upon posting a revised version of this Agreement on the Site or App. You should view this Agreement often to stay informed of changes that may affect you, as your continued use of this Site signifies your continuing consent to be bound by the terms of this Agreement as it currently exists and as it is revised. If any change to this Agreement is not acceptable to you, your only remedy is to stop accessing and using the Site and Service.

ACCESS AND REGISTRATION

In consideration of your use of the Site and Services, you represent that you are of legal age to form a binding contract; you agree that all information that you provide to Flying Caddie in connection with your access to and use of the Site and Services (including, but not limited to, all information that you provide in the registration process) is true, accurate and complete; and that you will maintain and routinely update such information to keep it true, accurate and complete at all times.

When you complete the registration process, you will create a password. You are responsible for maintaining the confidentiality of your password and account and are fully and solely responsible for all activities that occur under your password and account. You agree to immediately notify Flying Caddie of any unauthorized use of your registration. You agree that Flying Caddie cannot and will not be liable for any loss or damage arising from your failure to comply with this requirement.

Flying Caddie makes every effort to protect individual privacy and personal information, and is particularly concerned about child privacy. Parents of children under the age of 13 who wish to allow their children access to the Services are required to provide their consent for any registration. By creating such a registration involving your child under the age of 13, you certify that you are at least 18 years old or that you are the parent or legal guardian of the child/children listed on the registration. Unless you have notified us otherwise, you also give your child permission to access to the Site, including email, and other registration related information. Please remember that the Site and Services are intended to apply to a broad audience. Accordingly, as the parent or legal guardian, it is your responsibility to determine whether any of the Site areas and/or content are appropriate for your child.

We reserve the right to terminate this Agreement and to refuse, restrict or discontinue Service or access to the Site, or any portion or features of this Site and Services, to you or any other person or entity, for any reason or for no reason whatsoever, at any time, and without notice or liability, including, but not limited to, termination of your use of the Site and Services in the event that any information provided by you in the registration process is, at such time or at any time thereafter, untrue, inaccurate or incomplete or if you otherwise fail to comply with the terms and conditions of this Agreement or other agreement that you have with us. Our Services are not available to any temporarily or indefinitely suspended Flying Caddie users. Additional eligibility requirements for a particular event may be set by the organizer of the event (an "Organizer").

USER SUBMISSIONS, CONTENT AND LICENSE TO USE

Flying Caddie will provide interactive areas on the Site/App and allow users to post to social media sites, including, but not limited to Facebook and Twitter, ("Social Media Sites") in which users may transmit or post communications and upload items. You understand that all information (including your member name or user name), data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person who posted or transmitted the Content. This means that you, and not Flying Caddie, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Site. Flying Caddie does not control the Content posted via the Site or Social Media Sites and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Flying Caddie be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Flying Caddie app or website.

Flying Caddie does not claim ownership of any Content submitted, posted or transmitted by you on the Site or Social Media Sites. However, by submitting, posting or transmitting any Content to the Site or Social Media Sites, you grant Flying Caddie a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such Content.

USE OF THE SERVICE

Subject only to the limited right to access and use the Site and Service expressly granted to you under this Agreement, all rights, title and interest in and to the Site and Service and its components shall remain with and belong exclusively to Flying Caddie. You shall not modify, adapt, reverse engineer or hack the Site or Service or falsely imply any association with Flying Caddie, or otherwise attempt to gain unauthorized access to the Site or Service or its related systems or networks. Except as expressly authorized by Flying Caddie in writing, in no event shall you reproduce, duplicate, reverse engineer, copy, sell, resell or exploit for any commercial purposes, all or any portion of the Content or the Site or its Service.

By way of example and not limitation, you agree that you shall not and you shall not use the Service to:

- intentionally or unintentionally violate any local, provincial, federal or international law, rule or regulation;
- harm, stalk, harass or intimidate another person, or any minors, in any way;
- upload, post, transmit, sell or otherwise make available any content, product or service that is unlawful, illegal, stolen, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, inflammatory, hateful, or racially, ethnically or otherwise objectionable;
- falsely state or otherwise misrepresent your affiliation with a person or entity or impersonate any person or entity;
- upload, post, transmit, sell or otherwise make available any content, product or service that you do not have a lawful, legal right to make available or sell;
- transmit unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to, "spam," "junk mail" and "chain letters");
- make available any content, product or service that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
- access content, data, product or services not intended for you, or log onto a server or account that you are not authorized to access;
- collect, store or sell personal data about other users
- attempt to probe, scan or test the vulnerability of the Site or Service or any associated system or network; breach security or authentication measures without proper authorization; interfere with or disrupt the Service or servers or networks connected to the Site; or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- attempt to modify, reverse engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human perceivable form any of the software provided by Flying Caddie or used by Flying Caddie in providing the Service
- upload any viruses, Trojan horses, worms, time bombs, malware, bots, or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- create liability for Flying Caddie or cause Flying Caddie to lose (in whole or in part) the services of our ISPs or other suppliers
- link directly or indirectly to any materials to which you do not have a right to link to or include.

Flying Caddie reserves the right to delete from the Site any Content, postings or member names that violate this Agreement and will cooperate fully with any law enforcement officials and/or agencies in the investigation of any violator or violators, up to and including complete and immediate termination of your registration and/or accounts with Flying Caddie. You acknowledge that Flying Caddie may or may not pre-screen Content, but that Flying Caddie and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Site. Without limiting the foregoing, Flying Caddie and its agents shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.

CONSENTS

Before continuing to access and use the Site and Service, you must obtain all required consents and approvals from any third parties who may be affected by, or may need to consent to, your access to, posting to and use of the Site and Services, whether such consents and approvals are required by this Agreement, law or otherwise.

MESSAGES

Flying Caddie may, from time to time, send e-mail, instant messages and social media feeds ("Messages") to you containing event updates, announcements, advertisements, promotions, etc. Flying Caddie makes no representation or warranty with respect to the content of any such Messages or any events, goods or services which may be obtained from or provided by such third parties, and you agree that Flying Caddie shall have no liability with respect thereto. You further agree to receive certain periodic communications from Flying Caddie such as newsletters, messages, and announcements, and that these communications are considered part of your access to the Site and Services and that you may not be able to opt out of receiving such communications in every instance.

PRIVACY POLICY

Information that you provide or that we collect about you through your access to and use of this Site and Service is subject to our Privacy Policy, the terms of which are hereby incorporated into this Agreement by reference. We encourage you to read and become familiar with our privacy practices.

CONSENT TO DISCLOSURE

You acknowledge and agree that Flying Caddie may disclose your account information if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: comply with a judicial proceeding, a court order or legal process; enforce this Agreement; respond to claims that you violated the rights of third parties; protect the rights, property or personal safety of Flying Caddie, its employees, users and the public; or enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement. Flying Caddie also may disclose any information about you to law enforcement or other government officials as Flying Caddie, in its sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other illegal activity or that Flying Caddie believes may expose it or you to legal liability.

FEES AND PAYMENTS

Access to the Site and use of selected features of the Service is free. Flying Caddie may charge fees for various premium features and services, and will notify you of those charges at the time that it offers you the premium features or services for a fee. Flying Caddie may, in its sole discretion, and by notifying you on the Site, change this policy and begin charging for access to the Site and other features and services, and may, at any time, add, remove or change the features and services or the fees (including the amount or the type of fees). If Flying Caddie introduces a new service or charges a new fee, Flying Caddie will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If Flying Caddie notifies you of new fees or changes the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. Flying Caddie is not responsible for any charges or expenses you incur resulting from being billed in accordance with this Agreement.

ARCHIVE, CANCELLATION AND TERMINATION

You are responsible for properly canceling your account. You can cancel your Service at any time by contacting flyingcaddie.com. There are no other means of canceling your account.

Flying Caddie reserves the right to (i) modify or discontinue, temporarily or permanently, the Service (or any part thereof) and (ii) refuse any and all current and future use of the Service, suspend or terminate your account or use of the Service for any reason, including if Flying Caddie believes that you have violated this Agreement. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of Service may be referred to appropriate law enforcement authorities and you release Flying Caddie from any and all liability stemming from such reporting and cooperating with local, provincial, federal and international law enforcement officials. Under no circumstances shall Flying Caddie be liable to you or any third party for any modification, suspension or discontinuation of the Service.

MAINTENANCE

Flying Caddie may, from time to time, need to interrupt the Service for maintenance and other operational reasons, as determined in its sole discretion, and you shall not receive any compensation or refund for such interruptions. Flying Caddie shall not be liable to you or any third party for any interruption of Service for any reason, and you hereby release and agree to defend, indemnify and hold harmless Flying Caddie from and against any and all claims, costs (including attorney's fees), injuries, losses or damages arising in connection with such interruption.

PROPRIETARY CONTENT

Flying Caddie respects the intellectual property rights of others and expects you to do the same. Flying Caddie has expended substantial time, effort and resources to create the Site and to develop and provide the technology, products and Services that are available through the Site. You understand and agree that Flying Caddie owns or (where required, appropriate or applicable) has licensed from third parties the rights to use all right, title and interest in and to the Site, technology and Services made available on or through the Site, and all information, text, data, databases, graphics, images, sound recordings, audio and visual clips, logos, software, and other content contained therein, and the collection, design, selection and arrangement thereof (collectively, the "Web Content"). You acknowledge that the Web Content contains valuable proprietary information that is protected by applicable intellectual property and other proprietary rights and laws of Canada and other countries, and that you acquire no ownership interest by accessing and using the Site, Service and the Web Content. Such intellectual property and proprietary rights include, but are not limited to, various patents, copyrights, common law and registered trademarks and service marks, trade dress protection and trade secrets, and all such rights are and shall remain the property of Flying Caddie and its licensors.

COMPLIANCE WITH LAW

In connection with your access to and use of the Site and Services and that of any person authorized by you to use the Service, you are responsible for compliance with all applicable laws, regulations and policies of all relevant jurisdictions. These assurances and commitments by you shall survive termination of this Agreement.

LINKED SITES

For your convenience, certain hyperlinks may be provided on the Site which link to other web sites that are not under the control of Flying Caddie. Flying Caddie does not sponsor or endorse such web sites and is not responsible for the accuracy, content or any aspect thereof. Flying Caddie disclaims all liability for such web sites, and for any use of the links to such web sites or use of such web sites themselves. Flying Caddie also disclaims all liability and makes no representations or warranties for any products or services made available, sold or provided to you by any third party. Your use of other web sites, and the offer or purchase of products or services on or through such other web sites, is subject to the terms and conditions thereof. You agree that you will bring no suit or claim against Flying Caddie arising from or based on your use of, or the offer or purchase of products or services on or through, such other web sites.

DISCLAIMER

Although Flying Caddie strives to make this Site and the Service helpful, reliable and current, you understand that your access to and use of the Site and the Service is at your own initiative and risk. It is your responsibility to take precautions to ensure that any information, materials, software or data that you access, use, download or otherwise obtain on or through the Site and Service are: (i) up-to-date, accurate, complete, reliable, and suitable to and appropriate for the purpose for which you, or your Organization, may desire to use them; and (ii) free of viruses and other destructive routines. ALL CONTENT, MATERIALS, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR GUARANTIES WHATSOEVER, WHETHER EXPRESS OR IMPLIED. FLYING CADDIE DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND INFRINGEMENT. FLYING CADDIE DOES NOT REPRESENT, WARRANT OR COVENANT THAT THIS SITE AND THE MATERIALS, CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS SITE ARE OR WILL BE ACCURATE, CURRENT, COMPLETE, RELIABLE, APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU, OR YOUR ORGANIZATION, MAY CHOOSE TO PUT THEM, OR THAT THEY ARE OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE AND THE MATERIALS, CONTENT, PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS SITE ARE FREE OF VIRUSES, TROJAN SOFTWARE, HACKER ACTIVITY OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL FLYING CADDIE, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF ANY OF THE FOREGOING (ALL SUCH INDIVIDUALS AND ENTITIES ARE COLLECTIVELY, THE "FLYING CADDIE ASSOCIATES"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST, LOSS, LIABILITY, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, GOODWILL, OR OTHER INTANGIBLE LOSS (EVEN IF FLYING CADDIE ASSOCIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE) ARISING FROM OR IN CONNECTION WITH THE SITE, SERVICES, THIS AGREEMENT, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE SITE, THE INABILITY TO USE THE SITE OR SERVICES, IN CONNECTION WITH ANY THIRD PARTY TRANSACTIONS OR ARISING OUT OF OR IN CONNECTION WITH YOUR TRANSPORTATION, ATTENDANCE, PARTICIPATION OR EXCLUSION FROM ANY SPORTING EVENT ORGANIZED THROUGH THE SITE. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE LIABILITY OF THE FLYING CADDIE ASSOCIATES SHALL BE LIMITED IN ACCORDANCE WITH THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT FLYING CADDIE ASSOCIATES MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL BE LIMITED TO \$100.

INDEMNIFICATION

You hereby unconditionally and forever release, discharge and agree to indemnify, defend and hold all of the Flying Caddie Associates harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost and expense (including reasonable attorneys' fees), whether under contract, warranty, tort (including negligence, strict liability, product liability or other theory) relating to any claim you may now or later have due to or arising out of your access to and use of the Content, the Site, Social Media Sites, and Services, to any other websites accessed from or affiliated with the Site, any products purchased off the Site or websites linked to the Site, your violation of this Agreement, the Privacy Policy or any violation of any rights of another, including infringement of the intellectual property rights of Flying Caddie or third parties. Flying Caddie reserves, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you. All rights and duties of indemnification set forth herein shall survive termination of this Agreement.

Without limiting the foregoing, to the maximum extent permitted by law, you waive all rights you and User Parties may have under Canadian Law, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected the settlement with the debtor."

MISCELLANEOUS

This Agreement and the Flying Caddie Privacy Policy referenced herein (as each may be revised and amended from time to time), constitute the entire agreement with respect to your access to and use of the Site and Service available on or through the Site/app. Our electronically or otherwise properly stored copy of this Agreement shall be deemed to be the true, complete, valid, authentic and enforceable copy of this Agreement and you agree that you shall not contest the admissibility or enforceability of Flying Caddie's copy of this Agreement in a court in connection with any proceeding arising out of this Agreement. This Agreement does not confer any rights, remedies or benefits upon any person other than you and Flying Caddie. Flying Caddie may assign its rights and duties under this Agreement at any time to any party without notice. You may not assign this Agreement without the prior written consent of Flying Caddie. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective permitted successors and assigns. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a proper legal authority, the validity and enforceability of the other provisions shall not be affected. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision of this Agreement and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement shall not be construed to make you and Flying Caddie a partner, agent or joint venture of each other.

APPLICABLE LAW AND CONSENT TO JURISDICTION

This Site/app was created and is presently maintained, located and controlled by Flying Caddie in Canada. This Agreement shall be governed by and construed under the law of Canada, without regard to conflicts of law principles or rules thereof. You hereby expressly agree to submit to the exclusive personal jurisdiction of the federal and provincial courts located in Toronto Ontario Canada for the purpose of resolving any dispute relating to this Agreement, your access to or use of this Site or the Service. Any legal action arising out of or related to this Agreement and your access to and use of this Site or the Service must be commenced within one year after the cause of action arose or it will be forever barred.

QUESTIONS REGARDING TERMS

Please contact us with any questions regarding this Site, the Service or this Agreement by e-mail at flyingcaddie@gmail.com