

Terms and Conditions

1. Introduction

Welcome to GOLF PRO STATS ("we", "our", "us"). These Terms and Conditions ("Terms") govern your use of our mobile application (the "App"). By accessing or using the App, you agree to be bound by these Terms. If you do not agree with these Terms, please do not use the App.

2. Use of the App

- **Eligibility:** You must be at least 13 years old to use the App as a registered user. By using the App, you represent and warrant that you are at least 13 years old. Guest access to the App is not limited by age.
- **Account Registration:** To access certain features of the App, you may be required to register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- **Account Security:** You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your account or any other breach of security.

3. User Conduct

You agree not to use the App to:

- Violate any local, state, national, or international law or regulation.
- Infringe on the rights of any third party, including intellectual property, privacy, or contractual rights.
- Transmit any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable.
- Transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation.

4. Intellectual Property

The App and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by GOLF PRO STATS, its licensors, or other providers of such material and are protected by Moldovan and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

5. Payment Terms

When confirming a payment or transaction with GOLF PRO STATS, you agree and hold full responsibility for paying the full amount for that transaction. A part of the payment or transaction may include taxes, shipping costs, or other similar fees.

When conducting a payment through GOLF PRO STATS, you confirm that you are legally authorized/permitted to use that payment source. If you pay using a debit card and there is an overdraft fee or any other related fee, we are not responsible for that fee.

You agree to authorize GOLF PRO STATS, using third parties directly or indirectly, to make any inquiries that GOLF PRO STATS considers necessary at GOLF PRO STATS's discretion pertaining to your identity and creditworthiness. GOLF PRO STATS may terminate your transaction if GOLF PRO STATS believes that the transaction violates the terms of this Agreement or GOLF PRO STATS believes that the transaction may result in financial loss. GOLF PRO STATS may place a delay on a payment for a period of time, limit payment sources for a transaction, limit your ability to make a payment or deactivate your account if GOLF PRO STATS believes doing so may prevent financial loss. GOLF PRO STATS may contact your payment source issuer, law enforcement, or impacted third parties and share details of any transactions you have participated in if GOLF PRO STATS believes doing so may prevent financial loss or a violation of law.

If you believe that an unauthorized, illegal, or otherwise problematic transaction has occurred under your account, you agree to notify GOLF PRO STATS immediately. To the fullest extent permitted by law, you waive all claims against GOLF PRO STATS related to payments unless you submit the claim to GOLF PRO STATS within 30 days after the charge. You are responsible for and agree to reimburse GOLF PRO STATS for all fees, fines, penalties, costs and other liabilities incurred by GOLF PRO STATS that were caused or arose out of payments that you authorized. If you enter into a transaction with a third party and have a dispute over the goods or services you

purchased, GOLF PRO STATS has no liability for such goods or services. GOLF PRO STATS has no obligation to intervene in disputes between users, or users and third parties.

6. Refunds

A GOLF PRO STATS paid subscription provides instant access to the GOLF PRO STATS database. Since GOLF PRO STATS represents an intangible irrevocable asset, all sales are final. No refunds will be provided to any of the paid subscription plans, including requests for refunds related to unused portions of paid subscriptions. If a user is unsure of the services offered by the GOLF PRO STATS paid membership plans, we recommend initially subscribing to a free membership or a month subscription.

7. Termination

We may terminate or suspend your access to the App, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the App will immediately cease.

8. Limitation of Liability

In no event shall GOLF PRO STATS, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your use or inability to use the App; (ii) any unauthorized access to or use of our servers and/or any personal information stored therein; (iii) any interruption or cessation of transmission to or from the App; (iv) any bugs, viruses, trojan horses, or the like that may be transmitted to or through the App by any third party; and/or (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the App, whether based on warranty, contract, tort (including negligence), or any other legal theory, and whether or not we were advised of the possibility of such damages.

9. No Warranties or Disclaimer

The App is provided on an "as is" and "as available" basis. We make no warranties,

expressed or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on the App or otherwise relating to such materials or on any sites linked to this App.

10. Non-Commercial Use

The App is for your personal and non-commercial use only. You may not use the App for any commercial purpose without our express written consent.

11. Links to External and Affiliated Sites

The App may contain links to external websites that are not provided or maintained by or in any way affiliated with GOLF PRO STATS. Please note that we do not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites. Your use of such websites is at your own risk, and we encourage you to review the privacy policies and terms of use of any third-party websites or services that you visit.

12. Cookies and Tracking Technologies

We may use cookies, web beacons, tracking pixels, and other tracking technologies to help customize the App and improve your experience. When you access the App, your personal information is not collected through the use of tracking technology. Most browsers are set to accept cookies by default.

You can remove or reject cookies, but be aware that such action could affect the availability and functionality of the App. You may not decline web beacons. However, they can be rendered ineffective by declining all cookies or by modifying your web browser's settings to notify you each time a cookie is tendered, permitting you to accept or decline cookies on an individual basis.

13. Indemnity

You agree to defend, indemnify, and hold harmless GOLF PRO STATS, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees) arising from:

- (i) your use of and access to the App;
- (ii) your violation of any term of these Terms;
- (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right;
- (iv) any claim that your use of the App caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the App.

14. Severability/Waiver

If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of these Terms will remain in full force and effect. The failure of GOLF PRO STATS to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

15. Governing Law

These Terms shall be governed and construed in accordance with the laws of Moldova, without regard to its conflict of law provisions. You hereby irrevocably consent to the exclusive jurisdiction of the courts in Chișinău, Moldova, in all disputes arising out of or related to the use of the Site or these Terms of Use.

16. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

If you have any questions about these Terms and Conditions, please contact us through our App's settings section.