

TERMS AND CONDITIONS OF USE AGREEMENT

Effective Date: 26th July, 2019

1. INTRODUCTION

This Terms and Conditions of Use Agreement (“The Agreement”) sets forth the standards of use of The Tour Tag Golf Software Application (“The Application” or “Tour Tag App”). Tour Tag Ltd, (“Tour Tag”, “We”, or “Us”) is owner, and operator of the Tour Tag App. Please read this Agreement carefully before accessing or using The Application.

By using the Tour Tag App, you (“The User”, “You”) unconditionally agree to the terms and conditions hereby defined in This Agreement. If you do not agree to the terms and conditions of This Agreement, you should discontinue use of The Application. Tour Tag reserve the right, at any time, to modify, alter, or update the terms and conditions of This Agreement without prior notice. Modifications shall become effective immediately upon being posted. Your continued use of the Tour Tag App after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications.

You may direct any questions regarding the Terms and Conditions of Use Agreement to info@tourtag.co.uk

2. DESCRIPTION OF THE APPLICATION

Tour Tag is a software application product made available for download on a compatible mobile device. The Tour Tag App provides The User with the opportunity to gain loyalty points for playing golf at any course in Scotland, and then offers various rewards that The User can spend points on to acquire. The User can also complete various levels of check-in and reward challenges.

To utilise Tour Tag’s App, The User is individually responsible for:

- (1) providing all necessary hardware equipment required to use the Tour Tag App
- (2) providing internet connection required to use the Tour Tag App including but not limited to cell phone data services; and
- (3) paying any costs and fees, whether one-time or ongoing, related to their own provision of items referenced above in (1) or (2), including those specific to service contracts of individual cell phone coverage carriers. The User’s normal applicable carrier rates and fees apply.

3. OUR LICENSE TO YOU, THE USER

You are welcome to access and use Tour Tag’s Services. We work hard to provide a great experience for our users, so please respect our intellectual property rights and only use the Tour Tag Content and Services as intended. This includes not using any Tour Tag Content or Services for commercial purposes without our permission.

Subject to your compliance with these Terms, we grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services and Tour Tag Content for your own personal, noncommercial purposes, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise commercially exploit any right in the Tour Tag Content or Services.

4. YOUR LICENSE TO US

When you provide User-Generated Content to Tour Tag through the Services, you grant Tour Tag and our users a non-exclusive, irrevocable, royalty-free, freely transferable, sub-licensable,

worldwide right and license to use, host, store, cache, reproduce, publish, display (publicly or otherwise), perform (publicly or otherwise), distribute, transmit, modify, adapt (including, without limitation, in order to conform to the requirements of any networks, devices, services, or media through which the Services are available), commercialise, create derivative works of, and otherwise exploit such User-Generated Content in connection with any and all Services. You acknowledge and agree that: (a) we have the right to arrange the posting of User-Generated Content in any way we desire; (b) Tour Tag has no obligation to provide you with any credit when using your User-Generated Content.

The rights you grant in this license are for the limited purposes of allowing Tour Tag to operate and allow other users to use the Services in accordance with their functionality, improve the Services, and develop new Services. Notwithstanding the above, we will not make use of any of your User-Generated Content in a manner that is inconsistent with the privacy settings you establish within our Services. For information on managing your privacy settings for the Services, see the Privacy Policy.

We reserve the right to monitor, remove or modify User-Generated Content for any reason and at any time, including User-Generated Content we believe violates these Terms.

You agree you will respect the intellectual property rights of others. You represent and warrant you have all the necessary rights to grant Tour Tag the foregoing license for all User-Generated Content you submit in connection with the Services and will indemnify us for any breach of this representation and warranty.

5. PRICING TERMS

The Tour Tag App is Free to download. Upon download, The User is entitled to build up an unlimited number of loyalty points and access a limited number of rewards for free.

Tour Tag reserves the right to change the prices and/or pricing structure of The Tour Tag App at any time.

A Tour Tag Premium subscription is available for different subscription periods (1 or 12 months) at the fees advertised in each moment. Premium gives access to all rewards, removes ads and provides a one off bonus of 250pts. You can subscribe and pay through your iTunes account or Google Play account [from hereon referred to as "Store Accounts"]. In such cases, payment will be charged to Store Accounts at confirmation of purchase. Your subscription will automatically renew for the same period, unless cancelled at least 24 hours before the end of the current period. Subscriptions may be managed by you and auto-renewal may be turned off by going to your Account Settings, after purchase.

6. CORPORATE CONTACT

The User agrees to allow Tour Tag to periodically send him or her Information regarding Our Products and Services. The nature of Information includes but is not limited to Newsletters, Product and/or Service Updates, Special Offers and Promotions, Company News, and Third-party Advertising. Tour Tag may contact the User via email or directly via the Tour Tag Application, including but not limited to the form of "Push Notifications" and "In-app Notifications." Users may opt-out of email contact by following "Unsubscribe" instructions provided at the bottom of emails from Tour Tag.

For more on how Tour Tag utilises and protects Users' personal information and other information gathered during their use of the Tour Tag app, please refer to Tour Tag's Privacy Policy.

7. AGREEMENT TO DEAL ELECTRONICALLY

All of The User's transactions with or through the Application may, at Tour Tag's option, be conducted electronically from start to finish. If Tour Tag decides to proceed non-electronically, those services will still be governed by the remainder of these Terms and Conditions unless The User enters into different terms on a form provided by Tour Tag. If the law allows The User to withdraw this consent or if we are ever required to deal with The User non-electronically, Tour Tag reserves the right to charge or increase fees and The User agrees to print or make an electronic copy of the Terms and Conditions of Use Agreement and any other contract or disclosure that Tour Tag is required to provide to The User.

8. UNAUTHORISED USE OF YOUR PASSWORD

You agree that you are solely responsible for all transactions or acts that are validated through use of your password, whether or not made with your knowledge or authority. All instructions transmitted by or received from anyone presenting your password on The Application are binding to you. You agree to guard your password carefully, with the full awareness that a failure to keep it secure may enable others to engage in transactions through The Application for which you will be legally responsible. If you ever suspect that someone may have obtained access to your password who is not intended to have authority to act on your behalf, please contact Tour Tag Ltd, immediately. You authorise Tour Tag Ltd to refuse to accept any further orders placed under that password on your behalf and Tour Tag Ltd will use commercially reasonable efforts to block such orders.

9. RULES & RESPONSIBILITIES

The User agrees to not use The Application or Tour Tag's means of contact to:

Upload, post, email or otherwise transmit:

(a) any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

(b) any content that User does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(c) any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

(d) any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as a marketplace or classifieds) that are designated for promotional purpose;

(e) any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

impersonate any person or entity, including, but not limited to, Tour Tag, a Company official, a forum leader, or a host, or otherwise misrepresent a User's affiliation with a person or entity;

disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; or

forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Service;

harm minors in any way;

interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service.

Tour Tag shall have the right (but not the obligation) to monitor the content of The Application to determine compliance with this Agreement and any operating rules established by Tour Tag and to satisfy any law, regulation or authorised government request.

10. MODIFICATIONS AND INTERRUPTION TO PRODUCT(S) OR SERVICE(S)

Tour Tag Ltd reserves the right to modify or discontinue its offering of The Application with or without notice to Users. Tour Tag shall not be liable to any User or any Third Party should Tour Tag exercise its right to modify or discontinue The Application or any product features at any time. By agreeing to The Terms and Conditions herein and by using The Application, The User acknowledges that Tour Tag does not guarantee continuous, uninterrupted, or secure access to The Application. The User also hereby understands that the operation of The Application may be interfered with or adversely affected by numerous factors and circumstances outside of Tour Tag's control.

11. TERMINATION

Tour Tag may terminate The User's access to all or any part of The Application at any time, with or without cause, with or without notice, effective immediately. The User may terminate this Agreement and his/her Tour Tag Account simply by discontinuing use of The Application. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

12. GOVERNING JURISDICTION

The Application are operated and provided under the jurisdiction of the Scottish Courts. As such The Products are subject to the laws of Scotland, and such laws will govern this Terms and Conditions of Use Agreement. We make no representation that The Application is appropriate, legal, or otherwise proper for use in other locations. If you choose to use The Application, you thereby agree to do so subject to the laws of Scotland.

13. COMPLIANCE WITH LAWS

The User is responsible for knowledge of all laws that may be directly or indirectly applicable to use of The Tour Tag App and agrees to comply with any and all such laws. The User may not use The Application to the extent that use violates applicable state, federal, or international laws, regulations, or other government requirements. The User further agrees not to transmit any material or carry out any other action that encourages conduct that could constitute a criminal offence, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation.

14. THIRD PARTY SITES

The Application may include links to other sites on the Internet that are owned and operated by online merchants and other Third Parties. Users acknowledge that Tour Tag is not responsible for the availability of, or the content located on or through, any Third Party site. Users should contact the site administrator or webmaster for those Third Party sites if Users have any concerns regarding such links or the content located on such sites. Use of Third Party sites is subject to the terms of use and privacy policies of each site, and We are not responsible therein. Tour Tag encourages all Users to review terms of use and privacy policies of Third Parties sites.

Any dealings with advertisers found on the The Application are solely between the User and that advertiser. Tour Tag shall not be responsible for, or liable for, any losses or damages that occur in any dealing Users may have with any advertisers on The Application. Users agree to assume the sole risk in dealing with any of said advertisers.

15. DISCLAIMER REGARDING ACCURACY OF VENDOR INFORMATION

Product specifications and other information have either been provided by the Vendors or collected from publicly available sources. While Tour Tag makes every effort to ensure that the information on its Application is accurate, We make no representations or warranties as to the accuracy or

reliability of any information provided on The Application. Any reliance on representations and warranties provided by any Vendor shall be at a User's own risk.

16. COPYRIGHT & TRADEMARK INFORMATION

All contents and arrangement of contents of The Application, including but not limited to their respective design, user interfaces, copy/text, graphics, and application features are The Property of Tour Tag Ltd and are protected by intellectual property rights. Any use of such Property from The Application without prior written permission of an authorised director of Tour Tag is strictly prohibited. Such prohibited uses include but are not limited to reproduction, modification, distribution, or replication of Tour Tag's Property for personal, recreational, commercial or other use. Further, any form of data extraction or data mining, or other commercial exploitation of any kind is also prohibited. The User agrees they will not use any robot, spider, other automatic device, or manual process to monitor, copy, or extract content contained in The Application without prior written permission of an authorised director of Tour Tag.

"Tour Tag" is a registered trademark of Tour Tag Ltd. Our trademarks may not be used in connection with any product or service that is not provided by Tour Tag, nor is it to be used in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Tour Tag. All third-party trademarks that may be displayed in The Application are trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Third Parties by Tour Tag. Any use of Third Party trademarks or links to the websites of Third Parties neither express nor imply that such Third Party endorses or is in any way affiliated with Tour Tag.

17. DISCLAIMER OF WARRANTIES

The Tour Tag App is provided by Tour Tag Ltd on an 'as is' basis. Tour Tag makes no representations or warranties of any kind, express or implied, regarding the use or the results of The Application or Information therein in terms of their correctness, accuracy, reliability, or otherwise. Tour Tag shall have no liability for any permanent or temporary interruptions in the use of The Application. Tour Tag disclaims all warranties with regard to information provided, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Tour Tag does not warrant that its Product or Service will operate error-free or that The Application are free viruses, malware, or other potentially harmful or intrusive software. If The User's use of The Application were to result in the need for servicing or replacing equipment or data, Tour Tag is not responsible for any associated costs.

18. LIMITATION OF LIABILITY

In no event shall Tour Tag Ltd or any of its affiliates be liable for any damages whatsoever, particularly special, indirect, consequential, or incidental damages. Further, Tour Tag shall not be liable for damages for loss of profits, loss of revenue, or loss of use, arising from or related to a User's use of The Application or Information contained therein, regardless of whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise. The foregoing applies even if Tour Tag has been advised of the possibility of such damages. Part or all of this Limitation of Liability provision shall not apply to the extent prohibited by applicable law.

19. USER'S REPRESENTATION AND WARRANTY

The User represents and warrants that (1) The User's use of The Application will be in strict accordance with the Tour Tag Ltd Privacy Policy, with This Agreement and with all applicable laws and regulations (including without limitation any local laws or regulations in your country, city, or other governmental area, regarding online conduct and acceptable content, and including all applicable laws regarding the transmission of technical data exported from country in which you

reside), and (2) The User's use of The Application will not infringe or misappropriate the intellectual property rights of any Third Party.

20. INDEMNIFICATION

The User agrees to indemnify and hold harmless Tour Tag Ltd and its parents, subsidiaries, affiliates, directors and employees that either have been, are now, or will be at any time in the future affiliated with Tour Tag from any and all claims, demands, and expenses, including attorneys' fees, made by any User or Third Party due to or arising out of User use of The Application, User violation of this Agreement, User infringement of intellectual property, or User infringement of any other right of any person or entity.

21. OTHER / MISCELLANEOUS

If any provision within this Terms and Conditions of Use Agreement is rendered unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected and shall remain valid and enforceable to the maximum possible extent. You agree and understand that this Terms of and Conditions of Use Agreement and the other Agreements referenced herein may be assigned by Tour Tag, at its sole discretion, to a Third Party in the event of a merger or acquisition. This Terms and Conditions of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between The User and Tour Tag in relation to Your participation as a User. By accepting this Terms and Conditions of Use Agreement, the User consents to the the use and disclosure of their personal and other information and related practices as described in Tour Tag's Privacy Policy.

22. Contact Us

If you have any feedback, questions or comments about The Application, please contact our Team by emailing info@tourtag.co.uk