

# Privacy Policy of Fore Better Golf Apps

PLEASE READ THE FOLLOWING **TERMS AND CONDITIONS OF USE** CAREFULLY BEFORE USING THIS APP.

All users of this APP agree that access to and use of this APP is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this APP.

**Personal Information:** Among the types of Personal Data that this Application collects, by itself or through third parties, there are: geographic position, Cookies and Usage Data. Other Personal Data collected may be described in other sections of this privacy policy or by dedicated explanation text contextually with the Data collection. The Personal Data may be freely provided by the User, or collected automatically when using this Application. Any use of Cookies - or of other tracking tools - by this Application or by the owners of third party services used by this Application, unless stated otherwise, serves to identify Users and remember their preferences, for the sole purpose of providing the service required by the User. Failure to provide certain Personal Data may make it impossible for this Application to provide its services. Users are responsible for any Personal Data of third parties obtained, published or shared through this Application and confirm that they have the third party's consent to provide the Data to the Owner.

**Disclaimer:** You understand that it is your responsibility to ensure that the privacy policy you create is complete, accurate, and meets your companies specific privacy needs. Fore Better Golf is not liable or responsible for any privacy policies created using our services, and we give no representations or warranties, express or implied, that the privacy policies created using our service are complete, accurate or free from errors or omissions.

**Fore Better Golf is a family friendly APP**, and we DO NOT intentionally accept or allow the following types of APPs into our program: Gambling, Adult content (porn, soft porn, APPs with adult ad's), Pharmacy (Cheap drugs, Viagra, male/female enhancement, etc.), Hate, Link Farms or Spam APPs. If you sell any of these products and we find out, we will cancel your membership without hesitation. We do not need to explain our decision or reasons if we reject or cancel any membership.

**Copyright** The entire content included in this APP, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property of Fore Better Golf. The collective work includes works that are licensed to Fore Better Golf. Copyright 2017, Fore Better Golf ALL RIGHTS RESERVED. Permission is granted to electronically copy and print hard copy portions of this APP for the sole purpose of placing an order with Fore Better Golf or purchasing our products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of this APP is strictly prohibited, unless authorized by Fore Better Golf. You further agree not to change or delete any proprietary notices from materials downloaded from the APP.

**Trademarks** All trademarks, service marks and trade names of Fore Better Golf used in the APP are trademarks or registered trademarks of Fore Better Golf.

**Warranty Disclaimer** This APP and the materials and products on this APP are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Fore Better Golf disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Fore Better Golf does not represent or warrant that the functions contained in the APP will be uninterrupted or error-free, that the defects will be corrected, or that this APP or the server that makes the APP available are free of viruses or other harmful components. Fore Better Golf does not make any warranties or representations regarding the use of the materials in this APP in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

**Limitation of Liability** Fore Better Golf shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the services and products offered on this APP, or the performance of the services and products.

**Typographical Errors** In the event that a Fore Better Golf product is mistakenly listed at an incorrect price, Fore Better Golf reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Talgrace marketing & Media reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Fore Better Golf will issue a credit to your credit card account in the amount of the incorrect price.

**Term; Termination** These terms and conditions are applicable to you upon your accessing the APP and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Fore Better Golf without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

**Notice** Fore Better Golf may deliver notice to you by means of e-mail, a general notice on the APP, or by any other reliable method to the address you have provided.

**Guarantees** Fore Better Golf offers the following guarantee. If you purchase a Talgrace marketing & Media course, product or service, and for some reason you decide that you would like a refund, you have 30 days to request a refund. If you request a refund within 30 days from the date of purchase, Talgrace marketing & Media will give you a full refund of your purchase price for the course, product or service. If you do not request a refund within the 30 day refund period, you forfeit this option and will not be eligible for a refund. We do not offer refunds on any additional services that you may purchase in the members area once you are a member.

**Use of APP** Harassment in any manner or form on the APP, including via e-mail, chat, or by use

of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Fore Better Golf or other licensed employee, host, or representative, as well as other members or visitors on the APP is prohibited. You may not upload to, distribute, or otherwise publish through the APP any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the APP or use the APP to solicit others to join or become members of any other commercial online service or other organization.

**Participation Disclaimer** Fore Better Golf does not and cannot review all communications and materials posted to or created by users accessing the APP, and are not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the APP, Fore Better Golf is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the APP. However, Fore Better Golf reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Fore Better Golf in its sole discretion.

**Indemnification** You agree to indemnify, defend, and hold harmless Fore Better Golf, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the APP using your Internet account.

**Third-Party Links** In an attempt to provide increased value to our visitors, Fore Better Golf may link to APPs operated by third parties. However, even if the third party is affiliated with Fore Better Golf, Fore Better Golf has no control over these linked APPs, all of which have separate privacy and data collection practices, independent of Fore Better Golf. These linked APPs are only for your convenience and therefore you access them at your own risk. Nonetheless, Fore Better Golf seeks to protect the integrity of its web APP and the links placed upon it and therefore requests any feedback on not only its own APP, but for APPs it links to as well (including if a specific link does not work).

DRB rev. April 14th 2017