

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <https://oneiotagolf.com> (the "Site"). This Site is owned and operated by One Iota Golf Inc.. This Site is a mobile app + web platform.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of One Iota Golf Inc. and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Age Restrictions

The minimum age to use our Site is 16 years old. By using this Site, users agree that they are over 16 years old. We do not assume any legal responsibility for false statements about age.

User Contributions

Users may post the following information on our Site:

- Golf Drills; and
- Golf Courses.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Software Subscription.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

User Goods and Services

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: You may cancel your subscription at any time by logging into your account, navigating to your billing page, selecting manage and then selecting 'cancel' through our billing provider. If you have lost your password or the ability to login you can contact One Iota Performance Inc. support and they will assist you in canceling your subscription service.

Free Trial

We offer the following free trial of our services: A 30 day free trial that begins when users register for a new account.

At the end of your free trial, the following will occur: You will automatically be billed our monthly subscription rate. If you do not want to be billed, you will need to cancel your subscription before your free trial ends.

To cancel your free trial, please follow these steps: You may cancel your subscription at any time by logging into your account, navigating to your billing page, selecting manage and then selecting 'cancel' through our billing provider. If you have lost your password or the ability to log in you can contact One Iota Golf Inc. support and they will assist you in cancelling your subscription service.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit;
- Apple Pay;
- Google Pay;
- Cheque (Program Account Only); and
- E-Transfer (Program Account Only).

When you provide us with your payment information, you authorize our use of and access to the

payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

- If cancelled within 48 hours of purchase or automatic renewal, we will refund 100% of the purchase. After 48 hours, all sales are final and there will be no refunds. You must submit a cancellation email to One Iota Performance Inc. via email, in order to be eligible for a refund.

Consumer Protection Law

Where the *Business Practice and Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

One Iota Golf Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless One Iota Golf Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Province of British Columbia.

Additional Terms

- One Iota Golf Inc. may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to One Iota Golf Inc.;
- One Iota Golf Inc. controls and operates this Site from Canada. One Iota Golf Inc. does not represent that materials on this Site are appropriate or available for use in other locations. Persons or entities who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws if and to the extent local laws are applicable. Information on this Site may include a description of products and services that may be available in Canada only. You agree that any legal action brought against One Iota Golf Inc. shall be governed by the laws of the Province of British Columbia without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of this Site or orders made through this Site shall be an appropriate federal or provincial court located in New Westminster, British Columbia, Canada;
- Each person using the Site must establish a user account, even if they are a member of a program. Neither Program account members nor individual users may share accounts with other users. Guidelines on how to establish programs and invite individuals to become members of those programs will be provided by One Iota Golf Inc. to the designated "Head Coach" of the program at time of registration; and
- Through acceptance of this agreement, you confirm you are over the age of 16 years, or have the express consent of your parents or guardians to provide your personal information and create an account.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to

behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

info@oneiotagolf.com

506-1135 Quayside Dr, New Westminster, BC, V3M 6J4

You can also contact us through the feedback form available on our Site.

Effective Date: 25th day of May, 2024