

Loop Golf Inc.
Terms of Service
Version 1.0

Table of Contents

USER AGREEMENT	3
CONSIDERATION	3
ELIGIBILITY	3
GAME ENTRY	4
REFUND POLICY	4
CONDITIONS OF PARTICIPATION	4
GAME PRIZES AND PROMOTIONS	7
VERIFICATION AND WITHDRAWAL	9
TRANSACTION, WITHDRAWAL, AND DEPOSIT LIMITS	9
TERMINATION AND EFFECT OF TERMINATION	9
INTELLECTUAL PROPERTY RIGHTS	10
DISCLAIMER OF WARRANTIES	11
LIMITATION OF LIABILITY	12
CONSENT TO JURISDICTION IN DELAWARE, ATTORNEY'S FEES	12
MISCELLANEOUS	13

User Agreement

Loop Golf Inc. ("LoopGolf" or "the Company") owns and operates the Loop Golf website and mobile application. We are pleased to offer You (the "User" or "You") access to our mobile application and the ability to participate in our on course, skill game competition service, other content, products, services, and promotions (collectively the "Service") that we may provide from our mobile application, subject to these Terms of Service (the "Terms of Service", or "Terms") our privacy policy (the "Privacy Policy") and the Official Rules for the applicable games (the "Rules").

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE USING THE MOBILE APPLICATION OR SERVICES. PLEASE NOTE THAT THESE TERMS INCLUDE A MANDATORY ARBITRATION PROVISION WHICH REQUIRES THAT ANY PAST, PENDING, OR FUTURE DISPUTES BETWEEN You AND LOOP GOLF BE RESOLVED BY FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL AND NOT A CLASS-WIDE OR CONSOLIDATED BASIS. IF You DO NOT WISH TO BE SUBJECT TO ARBITRATION BASIS, You MAY OPT OUT OF THE ARBITRATION PROVISION WITHIN THIRTY (30) DAYS BY FOLLOWING THE INSTRUCTIONS PROVIDED AT THE END OF THE SECTION TITLED "BINDING ARBITRATION AND CLASS WAIVER."

You agree to these Terms of Service by accessing or using the mobile application, registering for Services offered in the mobile application, or by accepting, uploading, submitting, or downloading any information or content from or to the mobile application. IF You DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF SERVICE, DO NOT USE THE MOBILE APPLICATION. These Terms of Service constitute a legal agreement between You and LoopGolf and shall apply to Your use of the mobile application and the Services even after termination.

Eligibility

You must be at least twenty-one (21) years of age to open an account and participate in a competition.

You may establish only one account per person to participate in the Services offered on the mobile application. In the event, LoopGolf discovers that You have opened more than one account per person, in addition to any other rights that LoopGolf may have, LoopGolf reserves the right to suspend or terminate any or all of Your accounts and terminate, withhold, or revoke the awarding of any prizes. You are responsible for maintaining the confidentiality of Your login names and passwords and You accept responsibility for all activities, charges, and damages that occur under Your account. It shall be a violation of these Terms of Services to allow any other person to use Your account to participate in a competition. If You have reason to believe that someone is using Your account without Your permission, You should contact us immediately. We will not be responsible for any loss or damage resulting from Your failure to notify us of unauthorized use. If we request registration information from You, You must provide us with accurate and complete information and must update the information when it changes.

"Authorized Account Holder" is defined as the natural person 21 years of age or older who is assigned to an email address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address for registration on the mobile application. By inputting a payment method, the Authorized Account Holder hereby affirms that the Authorized Account Holder is

the lawful owner of the payment method account used to make any deposit(s) on the mobile application. It shall be a violation of these Terms of Service for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

If any deposit is charged back, any winnings generated from LoopGolf games shall be invalidated, forfeited, and deducted from Your Account balance. In addition, the amount of the initial deposit will be invalidated, forfeited, and deducted from the Account balance. LoopGolf reserves the right to close Your account – without notice – should a deposit be charged back.

Game Entry

Users will be able to visit the mobile application and view the contest opportunities available. Each individual Game has a specific dollar amount, determined by the participants, entry fee listed in US dollars. When You select to participate in a Game and complete the game creation process, the listed amount of US dollars will be debited from the active funds (the "Available Balance") or linked payment method within Your LoopGolf account.

Refund Policy

Deposits made on our mobile application will appear on Your statement as LoopGolf. All payments are final. No refunds will be issued. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the account was registered. Customers depositing funds using a credit card in some states may see charges on their credit card statement labeled "processing fee," "international transaction fee" or similar description.

Conditions of Participation

By creating or entering a contest of skill or otherwise using the mobile application, Users agree to be bound by these Rules and the decisions of LoopGolf, which shall be final and binding in all respects. The Company, at its sole discretion, may disqualify any Users, refuse to award benefits or prizes and require the return of any prizes, if the User engages in conduct or otherwise utilizes any information the Company deems to be improper, unfair, or otherwise adverse to the operation of the game or is in any way detrimental to other Users. These Terms prohibit a User's participation and winning in any real money contests of skill if the User is:

- An employee, operator or consultant to a sports governing body where such employee, operator or consultant is prohibited from participating in real money contests of skill by such governing body;
- Breaching any rules or policies of the User's employer, of any sports governing body, or any other professional body of which the User is a member, including any rule or policy regarding participation in real money contests of skill or accepting prize money;

Prohibited from participating pursuant to court order; or

- In knowing receipt of any Pre-Release Data or any other non-public information that provides an advantage.

In addition, conduct that would be deemed improper also includes, but is not limited to:

- Falsifying personal information required to participate in a competition or claim a prize;
- Engaging in any type of financial fraud including unauthorized use of credit instruments to participate in a competition;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Any violation of [Official Game Rules](#) or the Terms of Service;
- Using a single Account to enter real money contests of skill s on behalf of multiple individuals or otherwise collaborating with others to conduct similar activity;
- Using automated means (including but not limited to harvesting bots, robots, parser, spiders, or screen scrapers) to obtain, collect or access any information on the mobile application or of any User for any purpose.
- Tampering with the administration of a game or trying to in any way tamper with the computer programs or any security measure associated with a game;
- Obtaining other Users' information and spamming other Users; or
- Abusing the mobile application in any way.

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent LoopGolf from pursuing criminal or civil proceedings in connection with such conduct.

By using the Loop Golf application, Users of LoopGolf, including but not limited to the winner(s), agree to indemnify, defend and hold harmless (including reasonable attorneys fees and expenses of suit) LoopGolf, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever brought by or on behalf of any third party, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with Your use of the application, participation in a contest or the game of golf, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or traveling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. LoopGolf may, in its sole and absolute discretion, require an Authorized Account Holder to execute a separate release of claims similar to the one listed above in this Paragraph as a condition of being awarded any prize or receiving any paYout.

LoopGolf is not responsible for: any incorrect, invalid or inaccurate game information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit a user from entering any contest, including without limitation any injury or damage to any User's device or equipment relating to or resulting from the contests of skill; inability to access the mobile application, or any web pages that are part of or related to the mobile application; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or mobile application or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

LoopGolf is not responsible for incomplete, illegible, misdirected, or stolen contest information. If for any reason a game is not capable of running as originally planned, or if a game, computer application, or mobile application associated therewith (or any portion thereof) becomes corrupted or does not allow the proper operation in accordance with the Terms of Service or applicable [official game rules](#), or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, fraud, technical failures, or any other causes of any kind, in the sole opinion of LoopGolf corrupts or affects the administration, security, fairness, integrity, or proper conduct of a game, the Company reserves the right, at its sole discretion, to disqualify any User implicated in such action and/or to cancel, terminate, extend, modify or suspend the contest activity. If such cancellation, termination, modification, or suspension occurs, Users will be notified by email or otherwise through the application.

ANY ATTEMPT BY A USER TO DELIBERATELY DAMAGE THE MOBILE APPLICATION OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST OPPORTUNITY IS A VIOLATION OF THESE TERMS OF USE , AND SHOULD SUCH AN ATTEMPT BE MADE, LOOPGOLF RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

To be eligible to participate in a competition or receive any prize, the Authorized Account Holder may be required to provide LoopGolf with additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, LoopGolf will, in its sole and absolute discretion, utilize certain information collected by LoopGolf to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in real money contests of skill opportunity must be made only as specified in the Terms of Service. Failure to comply with these Terms of Service will result in disqualification and, if applicable, prize forfeiture. Where legal, both participants provide consent to the use of their name, voice, and likeness/photograph in and in connection with the development, production, distribution and/or exploitation of any game or the mobile application.

Binding Arbitration and Class Waiver

PLEASE READ "BINDING ARBITRATION" AND "CLASS WAIVER" PROVISIONS CAREFULLY, BECAUSE THEY REQUIRE You TO ARBITRATE ALL DISPUTES WITH LOOP GOLF AND LIMIT THE MANNER IN WHICH You CAN SEEK RELIEF. WHILE You MUST AGREE TO THESE PROVISIONS AS TO ANY AND ALL CLAIMS, THERE IS AN OPTION, DESCRIBED BELOW, TO OPT OUT THE ARBITRATION AND CLASS WAIVER PROVISIONS. THE OPTION TO OPT-OUT IS TIME-LIMITED TO THIRTY (30) DAYS AND REQUIRES YouR IMMEDIATE ATTENTION.

THESE PROVISIONS GENERALLY PRECLUDE You FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST LOOPGOLF. THEY ALSO PRECLUDE You FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY PAST, PENDING, OR FUTURE CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST LOOPGOLF BY SOMEONE ELSE. ARBITRATION PRECLUDES You FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

Scope of Arbitration Provision. You and Loop Golf agree that any past, pending, or future dispute, claim or controversy arising out of or relating to Your access to or use of any Loop Golf Site (including Services) or to these Terms of Use (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of these Terms of Use) (a "Dispute"), shall be determined by arbitration, except that You and LoopGolf are NOT required to arbitrate any Dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

Waiver of Class Relief. Whether the dispute is heard in arbitration or in court, You agree that You and LoopGolf will not commence against the other a class action, class arbitration or other representative action or proceeding. You and Loop Golf are each waiving respective rights to participate in a class action. By accepting this agreement, You give up Your right to participate in any past, pending or future class action or any other consolidated or representative proceeding, including any existing as of the date You agreed to these Terms.

Whether to agree to arbitration is an important decision. It is Your decision to make and You are not required to rely solely on the information provided in these terms of use. You should take reasonable steps to conduct further research and to consult with counsel (at Your expense) regarding the consequences of Your decision.

OPTION TO OPT OUT. You MAY OPT OUT OF THESE ARBITRATION AND CLASS ACTION PROVISIONS BY FOLLOWING THE INSTRUCTIONS BELOW. IF You DO NOT OPT-OUT, THESE TERMS WILL APPLY RETROACTIVELY TO ALL CLAIMS You MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

PROCEDURE TO OPT OUT OF ARBITRATION. IF You DO NOT WISH TO AGREE TO THIS ARBITRATION AND CLASS ACTION WAIVER AGREEMENT, You MUST, WITHIN THIRTY (30) DAYS OF ENTERING THIS AGREEMENT, SEND AN EMAIL TO SUPPORT@JOINLOOPGOLF.CO CONTAINING YouR FULL NAME, ADDRESS, AND THE WORDS "OPT OUT" IN THE BODY OR SUBJECT LINE OF THE EMAIL.

Location of Arbitration and Applicable Rules. You and LoopGolf agree that such arbitration shall occur in New Castle County, Delaware. You may request to appear in such proceedings telephonically. You and LoopGolf agree that such arbitration shall be conducted by a single arbitrator in accordance with the rules of the American Arbitration Association ("AAA"), as modified by these Terms of Use.

Authority of Arbitrator. With the exception of class procedures and remedies as discussed above under "Waiver of Class Relief," the arbitrator shall have the authority to grant any remedy that would otherwise be available in court.

Confidentiality. You and LoopGolf shall maintain the confidential nature of the arbitration proceedings and the arbitration award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Allocation of Arbitration Fees. If You assert a Dispute as an individual, You will only be required to pay arbitration fees of \$250 in connection with any arbitration under this section, and LoopGolf will bear all other costs charged by AAA or the arbitrator up to \$5,000. You will still be responsible for paying Your own attorneys' fees.

Each party shall bear its own costs in the arbitration proceeding. If any portion of this section entitled "Binding Arbitration and Class Waiver" is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

Game Prizes and Promotions

Prizes will only be awarded if a game is run. We reserve the right to cancel a game at any time. In the event of a cancellation, all funds will be refunded to the customer except as specifically provided in these Terms of Service.

Responsible Gaming

The Company reserves the right, in its sole discretion, to make the determination whether You are interacting with the platform in a responsible way in accordance with Company policies and procedures. The Company shall also permit the Authorized Account Holder to set responsible gaming limits and to self-exclude. Notwithstanding the foregoing, Company reserves the right, in its sole discretion, to impose stricter responsible gaming limits than those imposed by the Authorized Account Holder and exclude such Authorized Account Holder.

Game Statistics and Live Scoring

Live sports statistics and their respective components are not used to determine the results of our games, which results are determined and settled in the mobile application exclusively based on data and scores entered by the game creator and scorekeeper. The results of contests are based entirely upon entry of data by the scorekeeper and game creator.

Game Results

LoopGolf reserves the right, in its sole and absolute discretion, to deny any user or participant the ability to participate in Games for any reason whatsoever. Further, LoopGolf may, in its sole and absolute discretion, invalidate any Game result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

In the event of any malfunction, all funds are void.

Prizes

Subject to the Company verifying Your compliance with the Terms, Rules and other conditions of participation, at the conclusion of each Game, the Company shall use commercially reasonable efforts to award the winnings and/or prizes within a reasonable amount of time.

Payment and Withdrawal of Prizes

Before making any payment, LoopGolf may require that a customer complete and execute an affidavit of eligibility in which, among other things, the User is required to represent and warrant that the entrant is eligible to participate in a game, is otherwise in compliance with this Agreement and, potentially, is required to provide documentation or proof of eligibility and compliance. If LoopGolf requests that a User complete and execute such an affidavit and the User fails to do so within seven (7) days, or LoopGolf otherwise determines that the entrant does not meet the eligibility requirements or is not in compliance with these Terms, LoopGolf reserves the right to terminate the entrant's account and withhold or revoke the awarding of any prizes associated with such account. In such a situation, LoopGolf may pay out any withheld or revoked prizes to the other entrants in the relevant game in a manner consistent with the Rules of the Game.

Entrants may withdraw their stored balance by using the "Cash Out" option on the mobile application. Entrants may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification including but not limited to a Driver's License, Proof of Residence, and/or any information relating to payment/deposit accounts as reasonably requested by LoopGolf in order to complete the withdrawal of prizes, including necessary tax forms. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any prizes may also occur if it is determined any such entrant did not comply with these Terms of Service in any manner.

Checks for withdrawal requests are processed within 14 business days, which will be processed within 5 days of receiving the request, and are sent via U.S. Mail. Promotional deposits, credits, and other bonuses may not be withdrawn from a LoopGolf account unless appropriate terms of the promotion are achieved first by the user.

All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of a game is challenged by any legal authority, LoopGolf reserves the right in its sole discretion to determine whether or not to award such prizes.

No substitution or transfer of prize is permitted. All prizes are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

Any withdrawal requests, after approved by LoopGolf, will either be credited back to the same debit card or method of payment used to deposit funds on the mobile application or to the bank account selected by the customer via ACH. LoopGolf will only release withdrawals to a different debit card or other

payment method other than that which was used to make deposit(s) after the aggregate amount of such deposit(s) has already been released back to the debit card(s) or payment method(s) used for the deposit(s).

Verification and Withdrawal

LoopGolf will take appropriate steps to prevent unauthorized withdrawals from consumer accounts. Users may be subject to an automated Knowledge Base Authentication ("KBA") verification process provided whenever a User requests a withdrawal of funds. In the event of a dispute as to the identity of a customer, LoopGolf may require Users to produce a copy of their driver's license, credit cards, utility bills or passport for identity verification. If a customer cannot validate their identity and account, LoopGolf will not release the funds from the account. Once per month, LoopGolf shall reconcile all liabilities owed to customers and the sum of funds or credits in the Segregated Account and credits due to LoopGolf from credit card processors as of the end date of the immediately preceding month.

Users who believe that funds held by or their accounts with LoopGolf have been misallocated, compromised, or otherwise mishandled, may register a complaint with LoopGolf online by emailing support@loopgolf.co or calling +1 (831) 215-3376, if applicable. LoopGolf shall use its best efforts to respond to such complaints within ten (10) days. If LoopGolf determines that the relief requested in the complaint will not be granted, its response will set forth the specific reasons therefore. If more information is required for LoopGolf to process the complaint, the response will note the form and nature of the necessary additional information needed.

Transaction, Withdrawal, and Deposit Limits

Upon starting operations, LoopGolf will establish and maintain transaction limits on its activities in order to mitigate BSA/AML/OFAC risks. The Company has set a limit of \$500 for customers on its platform. This \$500 limit applies to weekly deposit activity and \$1,000 per game. Outside of account closures, withdrawals of funds are limited to \$2,000 USD per day.

The Compliance Officer may implement additional transaction limits at any time in accordance with any subsequent risks or concerns identified once the Company begins operations.

Termination and Effect of Termination

In addition to any other legal or equitable remedy, LoopGolf may, without prior notice, immediately revoke any or all of Your rights granted hereunder. In such an event, You will immediately cease all access to and use of the LoopGolf mobile application. LoopGolf may revoke any password(s) and/or account identification issued to You and deny You access to and use of the mobile application. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

Intellectual Property Rights

The content on the Website and mobile application, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like and the trademarks, service marks and logos contained therein (the "Intellectual Property"), are owned by or licensed to LoopGolf, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website and mobile application is provided to You AS IS for Your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. LoopGolf reserves all rights not expressly granted in and to the Website, mobile application, and the Intellectual Property. You agree to not engage in the use, copying, or distribution of any of the Intellectual Property other than expressly permitted herein. If You download or print a copy of the Intellectual Property for personal use, You must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable, or otherwise interfere with security related features of the mobile application or features that prevent or restrict use or copying of any Intellectual Property or enforce limitations on use of the Website or the Intellectual Property therein.

Some of the Services may allow You to submit or transmit audio, video, text, or other materials (collectively, "User Submissions") to or through the Services. When You provide User Submissions, You grant to LoopGolf, its parents, subsidiaries, affiliates, and partners a non-exclusive, worldwide, royalty-free, fully sublicensable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of those User Submissions, and Your name, voice, likeness and other identifying information where part of a User Submission, in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights You may have in Your User Submissions.

In addition, You agree that any User Submissions You submit shall not contain any material that is, in the sole and absolute discretion of LoopGolf, inappropriate, obscene, vulgar, unlawful, or otherwise objectionable (hereinafter, "Prohibited Content"). Posting of any Prohibited Content, in addition to any and all other rights and remedies available to LoopGolf, may result in account suspension or termination.

We respect Your ownership of User Submissions. If You owned a User Submission before providing it to us, You will continue owning it after providing it to us, subject to any rights granted in the Terms of Service and any access granted to others. If You delete a User Submission from the Services, our general license to that User Submission will end after a reasonable period of time required for the deletion to take full effect. However, the User Submission may still exist in our backup copies, which are not publicly available. If Your User Submission is shared with third parties, those third parties may have retained copies of Your User Submissions. In addition, if we made use of Your User Submission before You deleted it, we will continue to have the right to make, duplicate, redistribute, and sublicense those preexisting uses, even after You delete the User Submission. Terminating Your account on a Service will not automatically delete Your User Submissions.

We may refuse or remove a User Submission without notice to You. However, we have no obligation to monitor User Submissions, and You agree that neither we nor our parents, subsidiaries, affiliates, employees, or agents will be liable for User Submissions or any loss or damage resulting from User Submissions.

Except as provided in the Privacy Policy, we do not guarantee that User Submissions will be private, even if the User Submission is in a password-protected area. Accordingly, You should not provide User Submissions that You want protected from others.

You represent and warrant that You have all rights necessary to grant to LoopGolf the license above and that none of Your User Submissions are defamatory, violate any rights of third parties (including intellectual property rights or rights of publicity or privacy), or violate applicable law.

If You are the owner of copyright and You believe Your work has been used in the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with a notice meeting all of the requirements of the Digital Millennium Copyright Act ("DMCA"). Your notice should contain the following information:

1. a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a clear description of the copyrighted work or other intellectual property that You claim has been infringed;
3. a description of where the material that You claim is infringing is located in the Services;
4. Your address, telephone number, and email address;
5. a statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright or intellectual property owner or authorized to act in the copyright or intellectual property owner's behalf.

Before You file Your DMCA notice, please carefully consider whether or not the use of the copyrighted material at issue is protected by the Fair Use doctrine. If You file a DMCA notice when there is no infringing use, You could be liable for costs and attorneys' fees.

Our agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

PO Box 1937

Mill Valley, CA 94941

Attn: Copyright Agent

By email:

support@joinloopgolf.co

Disclaimer of Warranties

THE MOBILE APPLICATION, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE MOBILE APPLICATION; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE MOBILE APPLICATION; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE MOBILE APPLICATION; (D) THE MESSAGES AND INFORMATION SENT FROM THE MOBILE APPLICATION BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE MOBILE APPLICATION OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE MOBILE APPLICATION OR ANY LINKED SITE. THE COMPANY DOES NOT WARRANT THAT THE MOBILE APPLICATION, ANY OF THE MOBILE APPLICATIONS' FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; AS TO THE QUALITY, ACCURACY, COMPLETENESS, AND VALIDITY OF ANY INFORMATION OR MATERIALS IN CONNECTION WITH THE SERVICES; THAT YouYouR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT TRANSMISSIONS OR DATA WILL BE SECURE; OR THAT THE MOBILE APPLICATIONS OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT THAT YouYouR ACTIVITIES OR USE OF THE MOBILE APPLICATION IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YouYou UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE MOBILE APPLICATION, YouYou ACT AT YouYouR OWN RISK, AND YouYou REPRESENT AND WARRANT THAT YouYouR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YouYou ACCESS OR USE THE MOBILE APPLICATION OR THE CONTENT. FURTHER, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

THE COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE MOBILE APPLICATION INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

Limitation of Liability

YouYou UNDERSTAND AND AGREE THAT THE COMPANY LIMITS ITS LIABILITY IN CONNECTION WITH YouYouR USE OF THE MOBILE APPLICATION AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM (COLLECTIVELY, THE "COMPANY ENTITIES AND INDIVIDUALS"), BE LIABLE TO YouYou FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR

CONSEQUENTIAL DAMAGES OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF DATA, LEGAL FEES, EXPERT FEES, COSTS OF PROCURING SUBSTITUTE SERVICES, LOST OPPORTUNITY, OR OTHER DISBURSEMENTS) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE MOBILE APPLICATION, THE CONTENT, OR YouYouR UPLOAD INFORMATION; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE MOBILE APPLICATION; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE COMPANY OR LAW ENFORCEMENT AUTHORITIES REGARDING YouYouR USE OF THE MOBILE APPLICATION OR CONTENT; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE MOBILE APPLICATION'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE COMPANY ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE MOBILE APPLICATION). IN NO EVENT WILL THE COMPANY ENTITIES AND INDIVIDUALS BE LIABLE TO YouYou OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YouYou. IN NO EVENT SHALL THE COMPANY ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YouYou FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). THE COMPANY ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. YouYouR ACCESS TO AND USE OF THIS MOBILE APPLICATION IS AT YouYouR RISK. IF YouYou ARE DISSATISFIED WITH THE MOBILE APPLICATION OR ANY OF THE CONTENT, YouYouR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE MOBILE APPLICATION OR THE CONTENT. YouYou RECOGNIZE AND CONFIRM THAT IN THE EVENT YouYou INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE COMPANY'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YouYou ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YouYou TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY MOBILE APPLICATION OR OTHER PROPERTY OWNED OR CONTROLLED BY THE COMPANY AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YouYouR UPLOAD INFORMATION, AND YouYou WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY COMPANY MOBILE APPLICATION OR OTHER PROPERTY OR YouYouR UPLOAD INFORMATION OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE MOBILE APPLICATION, YouYou UNDERSTAND THAT YouYou MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YouYou AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YouYouR WAIVER OF SUCH CLAIMS.

Consent to Jurisdiction in Delaware, Attorney's Fees, Statute of Limitations

The exclusive jurisdiction and venue for proceedings involving any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the mobile

application (including all commercial transactions conducted through the mobile application) ("Claims") shall be the courts of competent jurisdiction sitting within New Castle County, Delaware (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (b) You and LoopGolf waive any and all rights to trial by jury with respect to any Claims.

In the event that either party initiates a proceeding involving a Claim under this Section other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this Agreement and the Forum to which the parties have herein agreed.

You and LoopGolf agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement or these Terms must BE FILED within ONE (1) YEAR of the action, omission, event, or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute.

Miscellaneous

These Terms of Service shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. Any claim or dispute between You and LoopGolf that arises in whole or in part from the Terms of Service, the Website or any Game shall be decided exclusively by a court of competent jurisdiction located in New Castle County, Delaware.

Nothing in the Terms of Service shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein. By participating in any Game on the Website or mobile application, You agree to indemnify, protect, defend and hold harmless LoopGolf, its parents, subsidiaries, affiliates and divisions, and their respective directors, officers, employees, agents and representatives (the "LoopGolf Entities"), from and against any and all third party claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including reasonable attorneys' fees, court costs and other legal expenses including, without limitation, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency or other similar proceedings, and any other legal expenses (collectively, "Claims") arising from or connected with Your use of the mobile application, any payment methods used, any funding of Your account, and/or Your participation in any Game. The mobile application may contain links to third party websites that are not owned or controlled by LoopGolf. LoopGolf has no control over, and assumes no responsibility for, the content, or practices of any third-party websites. In addition, LoopGolf will not and cannot censor or edit the content of any third-party site. By using the mobile application, You expressly relieve LoopGolf from any and all liability arising from Your use of any third-party website. Accordingly, we encourage You to be aware when You leave the Website and to read the terms and conditions and privacy policy of each other website that You visit.

Nothing in the Terms of Service shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship, or joint venture between You and LoopGolf.

No professional or amateur sports league or any team associated with any professional or amateur sports league is associated with LoopGolf or in any way affiliated or associated with the games.

Third-party online publishers that refer users to the LoopGolf mobile application shall not be responsible or liable for the LoopGolf website or any of the content, software, or functions made available on, or accessed through, or sent from, the LoopGolf website.

Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N – 112, Sacramento, CA 95834, or by telephone at 1(800)952-5210.

If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect.

No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and LoopGolf's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

LoopGolf reserves the right to amend these Terms of Service at any time and without notice, and it is Your responsibility to review these Terms of Service for any changes. If You continue to use the Services after we change the Terms of Service, You accept all changes. The failure of LoopGolf to comply with any provision of these Terms of Service due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms of Service.

LOOPGOLF AND OTHER TRADEMARKS CONTAINED ON THE WEBSITE OR MOBILE APPLICATION ARE TRADEMARKS OR REGISTERED TRADEMARKS OF LOOPGOLF IN THE UNITED STATES AND/OR OTHER COUNTRIES. THIRD PARTY TRADEMARKS, TRADE NAMES, PRODUCT NAMES AND LOGOS MAY BE THE TRADEMARKS OR REGISTERED TRADEMARKS OF THEIR RESPECTIVE OWNERS. You MAY NOT REMOVE OR ALTER ANY TRADEMARK, TRADE NAMES, PRODUCT NAMES, LOGO, COPYRIGHT OR OTHER PROPRIETARY NOTICES, LEGENDS, SYMBOLS OR LABELS ON THE WEBSITE.