

## **| Privacy Policy |**

This Privacy Policy describes how we collect, use and share personal and account information that we obtain in connection with services provided to our clients. These privacy practices apply to past, current and potential future clients as well as any others who may be involved with GolfTEC. As used in this Policy, the terms "we" and "our" refer to GolfTEC Enterprises, LLC. Current clients and any other users of GolfTEC services are subject to our present Terms and Conditions stated below.

### **Privacy Inquiries**

If you have a question regarding this Privacy Policy or a concern about our privacy practices, please e-mail us at [appointments@golftec.com](mailto:appointments@golftec.com), call 1-877-4-GOLFTEC (1-877-446-5383) or write us at 12450 E Arapahoe Rd, Suite B, Centennial, CO 80112.

### **Collection of Information**

We may collect information about you or your account history several different ways: from what you provide to us when you become a GolfTEC client; when you use the services; from GolfTEC Web pages you visit; or from calls or e-mails between us. Information we collect about you includes: contact information (such as name, mailing address, phone number and e-mail); credit card and billing information (such as cardholder name, card number and purchase history); and other personal information that helps us customize our services, such as your requests for special orders, use of specific services, or attendance at clinics and similar events.

### **Use of Your Information**

We may use your information to: (a) provide GolfTEC services to you; (b) check or maintain your GolfTEC account; (c) evaluate and improve our service; (d) enforce GolfTEC policies with you or others; (e) prevent fraud or misuse of GolfTEC service; (f) comply with legal requirements, valid court orders and exigent circumstances; (g) help protect the rights, property, or safety of you or others; (h) offer you new or additional products or services; (i) perform market research or (j) provide our monthly newsletter.

### **Information Sharing**

It is GolfTEC's policy that we not disclose, compile or resell your personal information or information about your current GolfTEC purchases and account status to any outside partner or vendor, with the exception of Golfsmith. GolfTEC may enter into relationships with outside partners and vendors that include special opportunities available to our clients and leads. In these cases, we will send you communications on behalf of those partners. We will not share your personal information with other third parties for their independent use without your permission.

## **GolfTEC Web Sites**

You may use the GolfTEC Web site to learn about our services without disclosing any personal information. There are also several opportunities on our Web site for you to provide us with information about you, such as your name, mailing address and e-mail address, to request information or enroll in promotional programs. We may use "cookies" and other tracking devices on our Web site. Using cookies on our sites provides benefits to you, such as allowing you to maintain your account login information between visits, or quickly directing you to preferred pages in our site. The use of cookies also allows us to measure site activity to provide a better user experience. Cookies and other tracking devices may be used to tell us the time and length of your visit, the pages you look at on our site, the site you visited just before coming to ours, and the name of your Internet service provider.

You may elect to refuse cookies. Please refer to your browser's Help instructions to learn more about cookies and how to manage their use.

We are committed to safeguarding your personal information however, we cannot guarantee the security of any information transmitted over the internet, and you provide information over the internet at your own risk. Our sites may contain links to third-party sites that we do not control or that are not covered by this Privacy Policy. We recommend that you check the privacy statement of other sites you visit before providing any personal information.

## **Security of Your Personal Information**

It is important for GolfTEC to protect your personal information. We implement and maintain reasonable technical, physical and administrative safeguards to protect the security and confidentiality of client personal information under our control from theft, loss, misuse, improper disclosure, distribution or alteration.

## **Control of Your Personal Information**

You may modify, correct, change or update your contact information at any time by contacting a GolfTEC Advisor via e-mail at [appointments@golftec.com](mailto:appointments@golftec.com), calling 1-877-4-GOLFTEC (1-877-446-5383) or write us at 12450 E Arapahoe Rd, Suite B, Centennial, CO 80112. While we use reasonable efforts to ensure that the personal information we hold about you is accurate, complete and current, we generally rely on you to inform us about changes to your contact or other relevant information (e.g., name, address, telephone number, etc.).

You may also contact us to be placed on our do-not-contact lists (mail, e-mail and telephone) so you won't receive marketing materials from us. If you are a GolfTEC client on this list, you may still receive notice regarding automatic renewal or deactivation of your services. Once your name is restricted from contact, you will not receive future marketing offers or the newsletter from GolfTEC.

**Changes to the GolfTEC Privacy Policy and the Terms and Conditions (stated below)**

We have the discretion to change our Privacy Policy and Terms and Conditions at any time. When changes are made, we will update the “Revised” date at the top of this page. We encourage you to occasionally review our website for updates.

## | GolfTEC's Services: Terms and Conditions |

### Purchase Agreement

Welcome to GolfTEC! You have shown you are committed to taking your game to the next level by purchasing lessons or other services. The following is an explanation of our policies.

### Product Activation Policy

GolfTEC offers several time-based services that have a limited lifespan. For each lesson program or improvement plan, the lifespan begins based on one of the following:

**New Clients:** Date of first lesson or practice activity

**Existing Clients:** Date of first lesson or practice activity following the depletion of pre-existing lesson programs or improvement plans

All programs or plans must be activated within 12 months of purchase.

### Product Life Span

Most of the lesson programs and plans have a specified life-span. Lesson-only programs and improvement plans include an available number of lessons to be taken by you. In-bay practice is limited to 90 minutes per week. Club fitting and g-TRACK have 12-month life spans.

Duration of lesson programs from date of activation:

Premier	12 months to take up to 52 lessons
Signature	12 months to take up to 25 lessons
Eagle	12 months to take up to 15 lessons
Birdie	6 months to take up to 10 lessons
Par	6 months to take up to 5 lessons
Single Lesson	1 month to take up to 1 lesson

### Refunds

Refunds on Improvement Plans are granted within 30 days from the date of purchase. Refunds are prorated based upon: (i) time elapsed since purchase date; and (ii) less quantity or plan discounts given at time of purchase which shall no longer apply. There are no refunds given after 30 days from the date of purchase.

Refunds on lesson-only programs and in-bay practice are granted within 30 days from the date of purchase. Refunds are prorated based upon: (i) lessons taken or number of days elapsed

since the date of purchase (whichever is applicable); and (ii) less quantity or package discounts given at time of purchase which shall no longer apply. There are no refunds given after 30 days from the date of purchase.

### **Cancellations / No Shows**

GolfTEC reserves the right to charge for any lesson scheduled that you either: (i) cancel within 24 hours of the time of the appointment; or (ii) if you do not show up to an appointment. Lessons can be canceled or rescheduled outside of 24 hours without charge.

### **Release**

You assume all risks incidental to participating in lessons, practice, and other services, whether such activity is held inside or outside a GolfTEC Improvement Center. You release GolfTEC from liability for your physical condition and represent that you are in good health and have no special physical needs, unless otherwise disclosed to GolfTEC.

Questions about our policies may be directed to either your local Improvement Center or the nationwide call center at 877.4.GOLFTEC (877.446.5383).

### **NOTICE**

GolfTEC Enterprises, LLC's affiliate, GolfTEC Franchising, LP, offers GolfTEC franchises. AS a result, you may have purchased your lesson program or improvement plan from an independently-owned and operated franchise. If you wish to find out whether the GolfTEC Improvement Center at which you are visiting is a franchised-location, contact our call center at 877.4.GOLFTEC (877.446.5383).