

PACESETTER TECHNOLOGY, LLC
PRIVACY STATEMENT AND USER AGREEMENT
(Version 2.0 Last Updated 2/22/24)

This PRIVACY STATEMENT AND USER AGREEMENT (this “**Privacy Statement**”) of Pacesetter Technology, LLC, a Florida limited liability company (“**Pacesetter**”), shall govern your access to and use of the App, including all Data and the services provided through the App. Capitalized terms shall have the meaning ascribed to them herein.

1. Acknowledgement and Acceptance of Terms

By downloading, installing, accessing and/or using the App, you (the “**user**” or “**you**”) acknowledge that you understand and agree to be bound by the terms and conditions contained in this Privacy Statement, including those additional terms, conditions and policies referenced herein.

2. App, Data and Services

The “**App**” refers to the Pacesetter-owned application or applications (and related services) licensed to and used by you to enhance your experience at your applicable venue (the “**Venue**”).

You may enable, upload, submit, make available or otherwise provide data in electronic format to Pacesetter via the App which may include, but not be limited to, your name, telephone number, location, physical address, email address, golf statistics (including pace-of-play golf data, golf handicap and golf scores), food and beverage buying habits, name(s) of your spouse and/or child(ren), profile photo and other preferences captured from time to time, as well as text, graphics, audio, images, messages, information or other data (collectively, “**Data**”). For users who are members of a Venue that subscribes to use Pacesetter’s App, a contact list/member directory which may include, at the Venue’s request, your name, telephone number, physical address, email address, profile photo and names of your spouse and/or children, may be available to other Venue members via the Pacesetter App. This member directory is password protected and only made available to the membership. By enabling, uploading, posting, submitting or otherwise transmitting any Data through the App, you hereby grant to Pacesetter a worldwide, revocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise utilize such Data through or by means of the App in connection with and furtherance of our provision of the services made available to you by the App and/or as instructed by the Venue. You hereby represent and warrant that you have all rights necessary to submit the Data to Pacesetter. Notwithstanding anything in this section 2, in the event of transfer of your Data to a third party in accordance with this Privacy Statement, Pacesetter will only provide such Data to such third party if the transfer is reasonably necessary for Pacesetter to provide the services contemplated by the App or if the Venue has instructed Pacesetter to make such transfer. Pacesetter does not claim any ownership rights in your personal information and nothing in this Privacy Statement will be deemed to restrict any rights that you may have to such Data.

3. License to Use App and Services; Use Restrictions

Subject to your compliance with this Privacy Statement, Pacesetter grants you a nonexclusive, nontransferable, non-sublicensable, limited single user license (“**License**”) to download and install one (1) copy of the App to your smartphone device or tablet, and to access and use the App, solely for your own personal, non-commercial use only in accordance with this Privacy Statement. This License shall continue until the expiration or termination of this Privacy Statement, as provided herein.

You shall not, and shall not permit any third party to, directly or indirectly: (a) copy, modify, reproduce, sell, transfer, publish, transmit, display, repost, license, sublicense, lease, lend, rent or otherwise distribute the App for any purpose; (b) attempt to download, copy, recreate, disassemble, modify, translate, decompile, reverse-engineer or otherwise convert any part of the App to source code or a human-perceivable form or otherwise attempt to discover any trade secret contained in any software provided hereunder; (c) perform, adapt, modify or create derivative works

from, or transfer any information, software, products, services or benefits obtained from the App, or associated Pacesetter websites or Pacesetter; (d) make the functionality of the App available to multiple users through any means; (e) use the App in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Privacy Statement; (f) remove, alter, obscure or delete any markings or statements regarding the author of the App or any trademark, service mark, copyright notice or proprietary notice incorporated in or accompanying the App; (g) take any action that jeopardizes, limits or interferes with Pacesetter's ownership and rights in the App; or (h) access or probe the App via an automated tool. Except as expressly provided herein, no part of the App and no Data may be copied, modified, reproduced, sold, republished, transmitted, displayed, reposted or otherwise distributed for any purpose.. Without limiting the foregoing, copying or reproducing the App to any other server or location for further reproduction or redistribution is expressly prohibited.

The App may prompt you to download or may automatically download and install updates from Pacesetter from time to time. These updates are designed to improve, enhance and further develop the App and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive and/or download such updates (and permit Pacesetter to deliver these to you with or without your knowledge) as part of your use of the App.

4. Account Setup

In order to access, use or receive the App, you may need to create an account ("**Account**") by providing Pacesetter with certain information, including, but not limited to, your name, email address and zip code. In creating an Account, you represent that you are of legal age (as determined by the state in which you reside) to form a binding contract. You are responsible for taking all steps to ensure that no unauthorized person shall have access to your Account. It is your sole responsibility to: (a) control the dissemination and use of your Account, and (b) promptly inform Pacesetter of any need to deactivate your Account.

5. Email Communications and Push Notifications

Upon download of the App, you will be provided the option to receive push notifications on your mobile device via email and/or text. This may include promotional communications, offers and system messages pushed to your mobile device ("**Push Notifications**"). You may, at any time following download of the App, opt out of receiving Push Notifications by adjusting the settings on your mobile device.

6. Ownership

The App is protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in this Privacy Statement, Pacesetter exclusively owns all right, title and interest in and to all Intellectual Property (including all goodwill attached thereto or which shall become attached thereto) related to, in connection with, or deriving from the Data, the App and related services. All use of Pacesetter's Intellectual Property and the goodwill generated thereby shall inure to the benefit of Pacesetter. You acknowledge and agree that any feedback, comments or suggestions you may provide regarding the App or Services ("**Feedback**") will be the sole and exclusive property of Pacesetter and you hereby irrevocably assign to Pacesetter all of your right, title and interest in and to all Feedback. Pacesetter shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the App any suggestions, enhancement requests, recommendations or other feedback provided by you relating to the operation of the App.

This Privacy Statement does not transfer any ownership rights of the Intellectual Property to you or any third party. Except for your use as permitted herein, you may not use, copy or distribute the Intellectual Property without Pacesetter's prior written consent in each instance, which may be withheld in Pacesetter's sole and absolute discretion. Any consent granted by Pacesetter for use of the Intellectual Property is temporary, may be withdrawn upon notice to you, and shall, unless otherwise specifically agreed in writing, be construed to apply only to use of the Intellectual Property in conjunction with the provisions herein. You will not contest, challenge or make any claim adverse to Pacesetter's ownership of or the validity of the Intellectual Property, any future application for registration thereof, or any rights of Pacesetter therein. You shall promptly notify Pacesetter of any known infringement or unauthorized use of any of the Intellectual Property by others. Pacesetter shall have the sole right, at its expense, to bring any action on account of any such infringement or unauthorized use. Pacesetter shall retain any and all damages, settlement and/or compensation paid in connection with any such action brought by Pacesetter. Pacesetter shall have the

right to select and utilize legal counsel of its own choosing to represent Pacesetter at its sole expense. For purposes herein, "**Intellectual Property**" means any and all now known or hereafter known tangible and intangible rights associated with works of authorship throughout the universe, including, but not limited to, copyrights, moral rights and mask-works; trademark, service mark, logo and trade name rights and similar rights; trade secret rights; patents, designs, algorithms, and other industrial property rights; know-how, discoveries, inventions, writings, conceptions, knowledge, plans, programs and tangible expressions of ideas; and all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including databases, data compilations, logos, "rental" rights and right to remuneration), whether arising by operation of law, contract, license or otherwise; and all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof, now or hereafter in force (including any rights in any of the foregoing).

7. Links to Third-Party Sites; Third-Party Services

The App may contain links, or otherwise allow you to connect to third-party websites ("**Third-Party Sites**") for the performance of services by third-party vendors (i.e., booking tee times, booking hotels, placing food and beverage orders, etc.) ("**Third-Party Services**"). Pacesetter shall not be responsible to you for acts or omissions of said Third-Party Sites after you leave the App. The use of such Third-Party Services by you is governed solely by the terms and conditions contained in such Third-Party Sites, and Pacesetter does not endorse, is not associated with, is not responsible for and makes no representations as to such Third-Party Sites, their content, operations, products or services; the manner in which such third parties handle Data; or any link contained in such Third-Party Sites; or any changes or updates to such Third-Party Sites. Pacesetter is not responsible for any other form of transmission received from any linked sites. Furthermore, Pacesetter is not liable for any damage or loss caused or alleged to be caused by or in connection with your access or use of any such Third-Party Sites, or their reliance on the privacy practices or other policies of such Third-Party Sites. Furthermore, you acknowledge and agree that Pacesetter is not responsible and will have no liability to you for: (a) the availability or accuracy of such Third-Party Services; (b) the quality of food or beverages provided by any clubs or restaurants; (c) the delivery time or method of delivery of food or beverages; and/or (d) any functions provided by any such clubs or restaurants. You acknowledge sole responsibility for and assume all risk arising from your use or reliance of any Third-Party Services. In addition, you are responsible for payment for any Third-Party Services, including, but not limited to, the purchase of food and/or beverages that you purchase through the App. Pacesetter does not store your credit card information, is not liable for any damages related to your purchase of Third-Party Services or provision of credit card information to a provider of Third-Party Services.

8. Access Restriction; Termination

Pacesetter reserves the right, in its sole discretion, to suspend, disable, restrict, or terminate your Account and your access to and use of the App (or any portion thereof), as well as its systems and its website or any Data, at any time with or without notice to you. Any suspension or termination will not affect your obligations to Pacesetter herein (including, without limitation, ownership, indemnification and limitation of liability). Pacesetter reserves the right, in its sole discretion, to disable, restrict or deny your access to the App and/or Services (or any portion thereof), its systems and its website at any time in order to protect the integrity of its systems' data or the Data or if Pacesetter believes the customer experience, App, Data or related systems are at risk from unauthorized users. Rights to access restrictions extend to Pacesetter's partners or network service providers.

Upon termination: (a) your right to use the App (including all Data) shall end immediately; and (b) you shall immediately cease any use of Pacesetter's Intellectual Property. Pacesetter shall not be required to return any Data obtained from you upon termination. You acknowledge that Section 6 (Ownership), Section 7 (Links to Third-Party Sites; Third-Party Services), Section 8 (Access Restriction; Termination), Section 10 (Disclaimer of Warranties), Section 11 (Limitation of Liability), Section 12 (Indemnification by User) and Section 14 (Miscellaneous) herein, and any other provision of this Privacy Statement that by its sense and context so requires, shall, upon termination as contemplated herein, continue in full force and effect and shall be binding upon you following such termination.

9. Use of App at Your Own Risk

Your access to and use of the App is at your own risk. You acknowledge and agree that you are responsible for accessing and using the App at all times in a safe manner. Pacesetter disclaims any and all liability associated with your use of the App, as further detailed in Section 10 herein.

10. Disclaimer of Warranties

You agree to accept the App, and any information obtained through or from Pacesetter, "AS IS," "WHERE IS" AND AS AVAILABLE and at your own risk. NEITHER PACESETTER NOR ITS REPRESENTATIVES MAKE(S) ANY FURTHER WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE APP, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; FREEDOM FROM INTERRUPTION, VIRUSES OR OTHER DEFECT; ACCURACY (INCLUDING WARRANTIES THAT THE APP WILL BE BUG FREE OR ERROR FREE); COMPLETENESS; CURRENTNESS; NON-INFRINGEMENT; OR WARRANTIES THAT THE FUNCTIONS CONTAINED IN THE APP WILL MEET YOUR NEEDS. You acknowledge that Pacesetter has no control over and takes no responsibility for viruses, worms, trojan horses, disabling devices or any similar programs or devices designed to harm your mobile device or Data if such programs are introduced by a third party's own actions, systems, computer-based or network infrastructure or the Internet. YOU FURTHER ACKNOWLEDGE AND AGREE THAT PACESETTER IS NOT PROVIDING HOSTING SERVICES FOR THE DATA COLLECTED HEREUNDER; THEREFORE, PACESETTER IS NOT RESPONSIBLE FOR ANY DATA RESIDING ON PACESETTER'S COMPUTER NETWORK, SYSTEMS OR HARDWARE, AND AS SUCH, IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR DATA IS MAINTAINED AND BACKED UP. Pacesetter makes no guarantees of any kind regarding the dependability, accuracy, security, timeliness or availability of the App except as provided herein or as required by applicable law. NO OTHER ORAL OR WRITTEN INFORMATION PROVIDED BY PACESETTER OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY OR INCREASE THE SCOPE OF ANY WARRANTY CREATED IN THIS SECTION. Pacesetter disclaims all liability related to any of your personally identifiable information.

11. Limitation of Liability

YOUR SOLE REMEDY AGAINST PACESETTER FOR DISSATISFACTION WITH THE APP OR ANY DATA IS TO STOP USING THE APP OR ANY SUCH DATA. IN NO EVENT SHALL PACESETTER OR ITS OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR THIRD-PARTY DAMAGES OF ANY KIND, RESULTING FROM THE USE OR INABILITY TO USE THE THIRD-PARTY SITES, THE APP, THE SERVICES, THE DATA, OR ANY EQUIPMENT OR MATERIALS PROVIDED HEREUNDER, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT PACESETTER OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification by User

You agree to defend, indemnify, and hold Pacesetter, its officers, managers, owners, employees, consultants, affiliates, and agents, harmless from and against any and all causes of action, demands, claims, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable legal and accounting fees) incurred or suffered by Pacesetter in connection with or as a result of: (a) any violation of this Privacy Statement by you; (b) a third party alleging that your use of the App and/or Services has harmed such third party; and (c) errors in information or content provided by you through the App and/or Services.

13. User Submissions

If you make any submission to Pacesetter, you agree that you will not send or transmit any communication or content that: (a) is defamatory, indecent, harassing, or otherwise objectionable; (b) infringes or violates any rights of any party; or (c) contains a virus or corrupted data. All email and other correspondence that you submit to Pacesetter shall become its sole and exclusive property.

14. Miscellaneous

(a) **Notices.** Pacesetter may send you notice with respect to the App by sending an email message to the email address listed in your Account, by pushing a notification to the App or by posting on its website (<https://pacesettertechnology.com>). Any notices will be deemed delivered to you on the date of transmittal or posting, as applicable. Any notice to Pacesetter shall be sent to the following address:

To Pacesetter:	310 3 rd Street, #302
	Neptune Beach, FL 32266
	Attn: George Stavros, CEO
	Email: george@pacesettertechnology.com

(b) **Governing Law; International Use.** This Privacy Statement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the principle of the conflict of laws. You agree to the personal jurisdiction by, and venue in, the state and federal courts located in and around Duval County, Florida, and waive any objection to such jurisdiction or venue. Although the App may be accessible worldwide, Pacesetter makes no representation that materials on the App are appropriate or available for use in locations outside the United States and accessing the App from territories where its use is illegal is strictly prohibited.

(c) **Entire Agreement.** This Privacy Statement represents the entire agreement between you and Pacesetter with respect to the subject matter herein and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to the subject matter herein. Pacesetter reserves the right to amend this Privacy Statement from time to time without notice to you. Your continued use of the App shall constitute your agreement to be bound by any such amended Privacy Statement.

(d) **Waiver.** Any failure by Pacesetter to enforce strict compliance with, or exercise any provisions of, this Privacy Statement shall not constitute a waiver of that right or provision. Pacesetter's failure to act with respect to a breach by you or others does not waive its rights to act with respect to subsequent or similar breaches. No waiver by Pacesetter of any of the provisions herein shall be effective unless explicitly set forth in writing and signed by Pacesetter.

(e) **Legal and Accounting Fees.** In any action by Pacesetter to enforce this Privacy Statement, Pacesetter shall be entitled to recover its costs associated with such action, including attorneys' fees, paralegals' fees, legal assistants' fees and accountants' fees, at both trial and appellate levels, from you.

(f) **Severability.** If any court of competent jurisdiction finds or holds any provision of this Privacy Statement to be void, invalid, illegal or otherwise unenforceable, in whole or in part, the remaining provisions of this Privacy Statement shall remain in full force and effect.

(g) **Assignment.** This Privacy Statement, including this Privacy Statement, may not be assigned or otherwise transferred by you, in whole or in part, without the prior written consent of Pacesetter. Without waiver of the foregoing provisions, this Privacy Statement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Privacy Statement nor any performance hereunder shall be construed to create any rights in any person other than the parties hereto.

(h) **Compliance with Applicable Laws.** You shall comply with all applicable laws, ordinances, codes and regulations in the performance of your obligations or use of the App hereunder. If at any time during the term hereof, you are informed or information comes to your attention that you are or may be in violation of any law or regulation (or if it is so determined by any court, tribunal or other authority), you shall immediately take all appropriate steps to remedy such violation and comply with such law or regulation, in all respects.

(i) **Headings.** The headings of the sections and subsections herein are inserted for convenience only and shall not be deemed to constitute a part hereof, affect the meaning or interpretation of this Privacy Statement or of any term or provision hereof.

(j) **WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ALL OF THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY TERMS OR PROVISIONS HEREIN. NO PARTY SHALL SEEK TO CONSOLIDATE ANY**

PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY HAS BEEN WAIVED WITH ANY OTHER PROCEEDING IN WHICH THE RIGHT TO A TRIAL BY JURY CANNOT BE, OR HAS NOT BEEN, WAIVED. THE TERMS AND PROVISIONS HEREIN SHALL NOT BE SUBJECT TO ANY EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE TERMS AND PROVISIONS OF THIS SECTION WILL NOT BE ENFORCED FULLY IN ALL INSTANCES.

(k) **Independent Contractor.** Each party shall perform the responsibilities described herein as an independent contractor and unless stated explicitly, nothing contained herein shall be deemed to create any partnership, joint venture or relationship of principal and agent or employer and employee between the parties hereto or any of their affiliates or subsidiaries, or to provide either party with any right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.