Platform Terms of Use

Last modified: November 24, 2025

Binding Agreement
These terms of use are entered into by and between you and Golf VX ("we," "us," or "our") which owns and/or operates www.golfvx.com, www.playgolfvx.com, parts.golfvx.com, www.golfvx.net, Golf VX simulators, and/or the Company's mobile and desktop applications (collectively, the "Platform").

We provide the Platform to you subject to the following conditions. Please read these Terms of Use and any other terms and conditions on the Platform that govern particular features of the Platform (the "Additional Terms"), all of which collectively govern your use of, and access to, the Platform and any and all content, data, information, and materials contained therein. These Terms of Use and the Additional Terms are collectively referred to as the "Terms."

BY ACCESSING, BROWSING, AND/OR USING THE PAGES, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS, INCLUDING THESE TERMS OF USE, THE PRIVACY POLICY, AND THE ADDITIONAL TERMS, AND AGREE TO BE BOUND BY ALL OF THE TERMS, AS WE MAY AMEND OR SUPPLEMENT EACH FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS.

Users
Unless otherwise expressly stated on the Platform, the information on the Platform is intended solely for use and access by persons residing in the United States, its territories and possessions. Use of the Platform is not authorized in any jurisdiction that does not give effect to the Terms. The Platform (excluding linked platforms) is controlled by us from our offices within the United States. We make no representations or warranties that the Platform is appropriate for access or use in locations other than the United States. Additionally, you must be 18 years or older to access or use the Platform. If you are under the age of 18 or under the legal age to enter into enforceable contracts in the jurisdiction from which you are accessing the Platform, you may use the Platform only with the consent of a parent or guardian. By accessing or using the Platform, you represent that you meet this age restriction and we provide you access to the Platform subject to your compliance with the Terms. We, and our affiliates, reserve the right to refuse service or cancel orders in our sole discretion.

Account Registration and Eligibility
To access certain features of the Platform or our mobile applications, you may be required to create an account. By registering, you represent and warrant that:

(a) you are at least 18 years old;
(b) the information you provide is true, accurate, and complete; and
(c) you will maintain and promptly update such information as needed.

You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to notify us immediately about any unauthorized use. We reserve the right to refuse registration, suspend, or terminate your account at our discretion.

Use and Platform Access
We grant you a limited use license to access the Platform for normal browsing only, and to download (for caching purposes only) or print a copy of the materials on the Platform for your personal use only, and on the condition that you(a) keep intact all copyright and other proprietary notices; (b) do not use the material in a manner that would compete with, achieve commercial gain, or damage, the goodwill associated with

us; (c) do not use the material in a manner that suggests an association with any of our services, brands, or products (unless otherwise authorized in writing by us); and (d) do not make any modifications to the material. Except as expressly provided in the Terms, you may not download (other than page caching), modify, copy, reproduce, republish, post, resell, upload, transmit, or distribute material (or any portion of it) from the Platform, except with our express written consent. The limited use license granted herein does not include any right for resale or commercial use of the Platform or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Platform or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

In addition, you agree to not (a) use or access the Platform for any purpose that is unlawful or prohibited by the Terms; (b) frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form), without our express written consent; (c) use any meta tags or any other "hidden text" utilizing our trade names, trademarks, service marks, or logos without our express written consent; (d) make any commercial or non-fair use of our copyrights, trademarks, logos, symbols, or any other mark, device, or commercial identifier of us without our express written consent; (e) systematically retrieve data or other content from the Platform to create or compile - directly or indirectly - a collection, compilation, database, or directory without written permission from us; (f) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords; (g) circumvent, disable, or otherwise interfere with security-related features of the Platform, including features that prevent or restrict the use, or copying, of any content or enforce limitations on the use of the Platform and/or the content contained therein; (h) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Platform; (i) use any information obtained from the Platform in order to harass, abuse, or harm another person; (j) make improper use of our support Platform or submit false reports of abuse or misconduct; (k) use the Platform in a manner inconsistent with any applicable laws or regulations; (l) engage in unauthorized framing of, or linking to, the Platform; (m) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text) that interferes with any party's uninterrupted use and enjoyment of the Platform or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Platform; (n) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (o) interfere with, disrupt, or create an undue burden on the Platform or the networks or Platform connected to the Platform; (p) harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Platform to you; (q) attempt to bypass any measures of the Platform designed to prevent or restrict access to the Platform, or any portion of the Platform; (r) copy or adapt the Platform's software including, but not limited to, Flash, PHP, HTML, JavaScript, or other code; (s) except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Platform; (t) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system including, without limitation, any spider, robot, cheat utility, scraper, or off-line reader that accesses the Platform, or use or launch any unauthorized script or other software; (u) use a buying agent or purchasing agent to make purchases on the Platform; (v) take any unauthorized use of the Platform, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; or (w) use the Platform as part of any effort to compete with us or otherwise use the Platform and/or the content for any revenue-generating endeavor or commercial enterprise.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.

Linking to the Platform and Social Media Features
You may link to our Home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must establish a link in such a way as to not suggest any form of association, approval, or endorsement on our part without our express written consent. The Platform may provide certain social media features that enable you to (a) link from your own or certain third-party websites to certain content on the Platform; (b) send e-mails or other communications with certain content, or links to certain content, on the Platform; or (c) cause limited portions of content on the Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content with which they are displayed, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not (a) establish a link from any website or platform that is not owned by you; (b) cause the Platform or portions of it to be displayed on, or appear to be displayed by any other site; for example, framing, deep linking, or in-line linking; (c) link to any part of the Platform other than the Home page; or (d) otherwise take any action with respect to the materials on the Platform that is inconsistent with any other provision of the Terms. To request our permission to create a hyperlink to the Home page of the Platform, please contact us by e-mail at vx@golfvx.com.

Advertising and Marketing Displays
You acknowledge and agree that certain Golf VX products and services, including our simulators, mobile applications, websites, and in-center systems, may display advertising, promotional content, sponsored content, or messages from Golf VX or third-party partners. These advertisements may appear before, during, or after simulator use, gameplay, or system interaction. Golf VX does not guarantee the availability, accuracy, or content of such advertisements. Your interactions with third-party advertisers are solely between you and the advertiser, and Golf VX is not responsible for any loss or damage arising from such interactions. Golf VX may deliver advertising based on general usage patterns or device characteristics, but will not use personal information for targeted advertising without obtaining the required consent as described in our Privacy Policy.

Third-Party Links
The Platform may contain links to other websites not controlled, operated, or owned by us. Unless otherwise expressly stated by us, we provide no endorsement or representation of any kind regarding the products, services, content, or appropriateness of content of such websites, and explicitly disclaim any responsibility for the accuracy, content, or availability of the information, products, and/or services found on, or through, any such linked website. We do not endorse and have not taken any steps to confirm the accuracy or reliability of any of the information, products, or services contained on, or through, such third-party sites. We do not make any representations or warranties as to the security of any information (such as credit card and other sensitive information) you might give on any such linked Platform.

Open Areas and Limited Access Areas
Most areas of the Platform may be accessible without password access control (the "Open Areas"). Some areas of the Platform may be strictly reserved for authorized use and access only, including and not limited to private access by our Franchisees (the "Limited Access Areas"). You agree to not attempt to gain unauthorized entry into the Limited Access Areas. The materials contained in the Limited Access Areas include items that are proprietary to us and include our trade secrets that are not authorized for general distribution and have substantial value due to their contents and secrecy (the "LA Materials"). In addition to the restrictions set out in other provisions of the Terms or other agreement with us, you agree to (a) maintain the security and confidentiality of the LA Materials using at least the same standards you use to maintain the confidentiality of your own proprietary information and trade secrets, but in no case less than reasonable standards; (b) notify us immediately upon discovery or suspicion of compromise of the confidentiality of any of the LA Materials or any use of the LA Materials in violation of the Terms; (c) not

disclose the LA Materials or any information contained therein to any third parties including, without limitation, any employees or other agents, except as specifically authorized by us in writing; (d) not use the LA Materials in a manner that would compete with, or damage, the goodwill associated with us; (e) not make any modifications to the LA Materials; and (f) strictly control and limit dissemination and use of the LA Materials, in accordance with any restrictions set out in the LA Materials themselves and/or in any and all Additional Terms.

Payment Terms and Billing Authorization
If you purchase products or services through the Platform or our mobile applications, you authorize us (and our third-party payment processors) to charge your selected payment method for all applicable fees, including taxes and any additional charges disclosed at checkout. You represent that you are authorized to use the payment method provided and that all billing information is accurate. We reserve the right to correct any billing errors or mistakes even after a charge is requested or received.

Product Deliver/Return Policy
All Golf VX products are delivered through a shipment contract. The risk of loss for any Golf VX products passes to you upon delivery to the carrier. You are responsible to file any claims directly with the carrier in the event the Golf VX products are lost, stolen, or damaged. We will use the shipping address you provide with your order. Purchases of digital content, mobile application services, reservations, credits, or in-app features are non-refundable once accessed, redeemed, or used, unless otherwise required by law. If a digital service is unavailable or materially defective, you may request a refund by contacting us at vx@golfvx.com. Refunds, when issued, will be made to the original payment method within a reasonable period.

Rewards, Points, Credits, and Coupons
If developed, any promotional credits, points, or coupons issued by Golf VX have no cash value, are non-transferable, and expire on the date disclosed at issuance or, if none is stated, one year from issuance. Golf VX may revoke or adjust credits or points issued in error or obtained through misuse or fraud.

Copyrights and Trademarks
All content included on the Platform (such as text, graphics, logos, button icons, images, audio clips, photographs, illustrations, digital downloads, data compilations and software, and the compilation including the collection, selection, assembly, and arrangement of such materials) is our property or our licensors or content suppliers and protected by copyright, trademark, and other applicable laws in the United States and other jurisdictions. Golf VX and other related marks or logos are our registered trademarks. This is not intended to be a complete list of all of our trademarks, and we own or control the proprietary rights in trademarks not listed here and in one or more countries outside the United States. The domain names of the Platform and our other websites and/or platforms are our property. All of our trademarks, copyrights, trade dress, and intellectual property used on the Platform may not be used in connection with any product or service that is not offered for sale or otherwise provided by us or by our Franchisees (defined below), or in any manner that is likely to cause confusion among customers, or in any manner that disparages or defames us or the Platform. All other trademarks, service marks, logos, designs, and trade dress, not owned by us that appear on the Platform are the property of their respective owners who may or may not be affiliated with, connected to, or sponsored by us. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any applicable laws and for any direct, indirect, or contributory infringements of third-party rights caused by you.

Submissions
By sending any information, materials, messages, content of any sort, or any other submissions ("Submissions") to us via the Platform, you assign to us, free of charge, all worldwide rights, title, and interest in all copyrights and other intellectual property rights in such Submissions, and we (and our affiliates and related entities) may use, copy, sublicense, adapt, transmit, distribute, publicly perform,

publish, display, or delete such Submissions as we see fit. You agree that you are not entitled to any compensation, credit, or notice whatsoever with regard to such Submissions and that by sending any Submissions to us, you waive the right to make any claim against us, our parents, or affiliates relating to Submissions including, without limitation, unfair competition, breach of implied contract, or breach of confidentiality. For this reason, we ask you not to send us any Submissions that you do not wish to assign to us. You represent that you own or have the necessary rights to your Submissions. You may not post content that is unlawful, defamatory, obscene, infringes intellectual property rights, or violates these Terms. We may remove any Submissions at our discretion.

Franchisees are Independent Contractors

Golf VX centers may be independently owned and operated by third parties that are our franchisees ("Franchisees"). Franchisees are independent and not our agents, partners, or employees. Franchisees do not have any right to speak for us, or on our behalf, or bind us to any contracts or obligations. We are not responsible for any of the acts or omissions of Franchisees including, without limitation, in connection with their provision of products or services to you, fulfillment of orders, or in connection with the operation of a Golf VX territory.

Infringement

If you believe any violation of the Terms or infringement of any of our rights has occurred, or if you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact us at vx@golfvx.com.

Investigations

We may seek to gather information from any user of the Platform who is suspected of violating the Terms and from any other user of the Platform. In connection with your use of the Platform, you consent to our recording of any communication - electronic or otherwise - between you and us and our retaining any information and data obtained from you. We may suspend access or use by any users whose conduct or postings are under investigation and may remove such material from our servers as we deem appropriate, without notice. If we believe, in our sole discretion, that a violation of the Terms has occurred, we may edit or modify any Submission, posting, or e-mails, remove the material permanently, cancel postings, warn users, suspend users, terminate access to Limited Access Areas, terminate accounts, or take other corrective action we deem appropriate. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any e-mails or publishing or otherwise making available any materials that are believed to violate the Terms. **YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING, OR AS A RESULT OF, OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.**

Electronic Communications, Transactions, and Signatures

Visiting the Platform, sending us e-mails, and completing on-line forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via e-mail, satisfy any legal requirement that such communication be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE PLATFORM**. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature, delivery, or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Location-Based Services and Geolocation Data
Certain features of the Platform or our mobile applications may require access to your device's precise location information ("Location Data"). By enabling these features, you consent to our collection, use, and processing of Location Data for the purpose of providing the requested services (such as identifying nearby Golf VX centers). You may withdraw your consent at any time by disabling location services on your device. Certain features may not be available if you do so. We do not use or share Location Data for advertising or marketing without your express consent. Location Data is retained only as long as necessary to provide the applicable service.

SMS/MMS Communications
By providing your mobile number and opting in, you consent to receive SMS and MMS messages from Golf VX, including account alerts and promotional communications. Message frequency may vary. Message and data rates may apply. You may opt out at any time by replying STOP. If you have previously opted out you agree to opt back in by adjusting preferences in your member account, selecting the box during booking and/or checkout, and/or by contacting customer support. By opting back in you consent to resume receipt of electronic communications and account and promotional alerts. For help, reply HELP or contact vx@golfvx.com. Your mobile number will be processed in accordance with our Privacy Policy. We may terminate the messaging program at any time.

Indemnification
You agree to indemnify us, and hold harmless, us, our franchisees, our affiliates and subsidiaries, and all of our/their respective managers, members, directors, officers, agents, employees, suppliers, vendors, franchisees, and service providers (the "Indemnified Parties") from any claims, judgments, liabilities, and expenses, including reasonable attorneys' fees whether in tort, in contract, or otherwise, that it, or any of the Indemnified Parties, may incur by reason of, or arising out of, or related to (i) your use of the Platform; (ii) your breach of the Terms; (iii) Submissions; and/or (iv) claims for copyright infringement, defamation, invasion of privacy, or infringement of rights of publicity by any third party.

Membership Cancellation and Refunds
You may cancel your Golf VX membership at any time through your account settings or by contacting us at vx@golfvx.com. Unless otherwise required by applicable law, membership fees are non-refundable, except where we fail to provide the membership service or materially breach these Terms. Upon cancellation, your access to membership features will terminate immediately. We will delete or anonymize your account information consistent with our Privacy Policy, except where retention is required by law.

Termination
We reserve the right, in our sole discretion, to terminate or suspend your account or access or ability to use the Platform at any time, without notice. Upon such termination, all rights granted to you under the Terms will cease immediately, and you agree that you will immediately (a) discontinue use of the Platform and (b) discontinue use of - and destroy or return to us - all of our materials. Notwithstanding the foregoing, any provisions of the Terms, including the Privacy Policy and the Additional Terms, expressly identified or that would by their nature survive such termination, shall so survive. You may terminate your account at any time by following the account-deactivation process provided in the Golf VX application. Upon termination, your access to the Platform and related services will cease. The handling, retention, and deletion of personal information upon account termination is governed by our Privacy Policy.

Disclaimer
THE PLATFORM AND THE INFORMATION AND MATERIALS CONTAINED ON THE PLATFORM ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE PLATFORM OR THE INFORMATION, CONTENT, OR

MATERIALS, INCLUDED OR MADE AVAILABLE ON OR THROUGH THE PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE PLATFORM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, ON THE PLATFORM AND ON THE INFORMATION AND MATERIALS PROVIDED ON OR OFFERED FOR SALE ON THE PLATFORM INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUSES. WE DO NOT REPRESENT OR WARRANT THAT THE PLATFORM, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THAT THE FUNCTIONS CONTAINED ON THE PLATFORM OR MATERIALS MADE AVAILABLE THROUGH THE PLATFORM WILL BE ERROR-FREE OR UNINTERRUPTED; OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE INFORMATION ON THE PLATFORM IS ACCURATE, COMPLETE, CORRECT, ADEQUATE, USEFUL, TIMELY, RELIABLE, OR OTHERWISE. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. WE MAY MAKE IMPROVEMENTS AND/OR CHANGES ON THE PLATFORM AT ANY TIME WITHOUT PRIOR NOTICE. IF ANY INFORMATION IN OR ON THE PLATFORM IS INACCURATE, INCOMPLETE, OR OUT-OF-DATE, WE RESERVE THE RIGHT TO CORRECT, CHANGE, OR UPDATE SUCH INFORMATION OR TO CANCEL ORDERS RELATED TO SUCH INFORMATION WITHOUT PRIOR NOTICE (INCLUDING AFTER YOU HAVE SUBMITTED AN ORDER). YOU ACKNOWLEDGE, BY YOUR USE OF THE PLATFORM, THAT YOU ARE DOING SO AT YOUR OWN RISK.

Limitation of Liability

NEITHER WE NOR ANY OF THE INDEMNIFIED PARTIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGESARISING FROM, OR IN ANY WAY CONNECTED WITH, THE USE OR PERFORMANCE OF THE PLATFORM, WITH THE DELAY OR INABILITY TO USE THE PLATFORM OR RELATED PRODUCTS/SERVICES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION. IF YOU ARE DISSATISFIED WITH ALL OR ANY PORTION OF THE PLATFORM, OR WITH ALL OR ANY OF THE TERMS, INCLUDING THE PRIVACY POLICY AND/OR ADDITIONAL TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM. SOME JURISDICTIONS MAY NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, IN WHICH CASE THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS ON DIRECT AND INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE INDEPENDENT OF ONE ANOTHER AND ANY OTHER LIMITATIONS SET FORTH IN THE TERMS.

Applicable Law

The Terms, and any purchases made through the Platform, shall be governed by, and construed under, the laws of the State of Illinois, United States of America, without regard to conflicts of law principles. **YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, OR RELATING TO, THE PLATFORM OR THE USE OR ACCESS THEREOF MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED**

IN ILLINOIS, UNITED STATES OF AMERICA. Nothing herein shall limit our right to seek and obtain equitable or injunctive relief, without the posting of a bond, and the foregoing sentence shall not apply to your violation of the Terms relating to our trademarks, copyrights, and other intellectual property. **ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF, OR RELATED TO, THE PLATFORM SHALL BE COMMENCED WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR SUCH ACTION OR CLAIM SHALL BE BARRED**.

Miscellaneous

The Terms set forth the entire, final, and exclusive agreement between us and you with respect to your use of, and access to, the Platform and any and all content, data, information, and materials contained therein and transactions completed thereon, and supersede all previous oral and written terms, representations, or understandings concerning your use of, and access to, the Platform and any and all content, data, information, and materials contained therein and transactions completed thereon. Our failure to exercise or enforce any right or provision of the Terms including, without limitation, the Privacy Policy and/or the Additional Terms, shall not constitute a waiver of such right or provision. We may assign our rights and duties hereunder to any party, at any time, without any notice to you. The Terms may not be assigned by you without our prior written consent. If any provision of the Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

Questions

Questions or comments regarding the Platform or the Terms, including the Privacy Policy and/or the Additional Terms, cancellations, billing disputes, or refunds, should be directed vx@golfvx.com or 1-888-GOLFVX1. Please do not send any time-sensitive communications to us by e-mail as we cannot be responsible for responding to any such communications.

Version and Changes

The Terms of Use are effective as of November 18, 2025. From time to time, we may change the Terms, including the Terms of Use, and will post the revised version here. So, we suggest that you check back periodically for the most up-to-date version of our Terms. If you do not agree to the new posted Terms, your only remedy is to discontinue use of the Platform.

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