

TEEOPS GOLF

TERMS OF SERVICE

Effective Date: 6/1/2026

These Terms of Service (“Terms”) govern your access to and use of the TeeOps Golf website at teeopsgolf.com, the TeeOps Golf web and mobile applications, and all related services (collectively, the “Platform”), which are operated by **TEEOPS GOLF LLC, a New Hampshire LLC** (“TeeOps,” “we,” “us,” or “our”).

PLEASE READ THESE TERMS CAREFULLY. By accessing or using the Platform, by clicking “I Agree,” or by completing a Reservation, you agree to be bound by these Terms and by our *Privacy Policy*, which is incorporated by reference. If you do not agree, do not access or use the Platform.

SECTION 17 REQUIRES MOST DISPUTES TO BE RESOLVED BY INDIVIDUAL ARBITRATION AND WAIVES YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION. Please review Section 17 carefully. You may opt out of arbitration within 30 days of first acceptance as described in Section 17.5.

1. THE PLATFORM AND THE PARTIES

1.1 What the Platform Does. The Platform is a software service that enables golf courses, country clubs, and other golf facilities (each, a “Golf Course”) to publish available tee times and accept reservations and associated payments from end users. When you use the Platform to book a tee time (a “Reservation”), you enter into a direct contractual relationship with the applicable Golf Course for the round of golf and any related goods or services. TeeOps is not a party to that contract.

1.2 TeeOps Is Not a Golf Course. TeeOps does not own, operate, manage, supervise, maintain, or control any Golf Course. TeeOps does not employ any golf professional, starter, marshal, cart attendant, food and beverage worker, maintenance worker, or other Golf Course personnel. The condition, availability, quality, safety, suitability, and legality of any Golf Course, tee time, course experience, or ancillary good or service offered through the Platform is the sole responsibility of the applicable Golf Course.

1.3 Role of TeeOps. TeeOps provides the technology that facilitates Reservations and, through our third-party payment processor, processes payment on behalf of Golf Courses. TeeOps does not act as the agent of any user and, except where expressly stated in a separate written agreement with a Golf Course, does not act as the agent of any Golf Course.

2. ELIGIBILITY AND ACCOUNTS

2.1 Age. You must be at least eighteen (18) years old to create an account or complete a Reservation. By using the Platform you represent that you meet this requirement. A parent or legal guardian may complete a Reservation on behalf of a minor, in which case the parent or guardian agrees to be bound by these Terms and to be responsible for the minor’s conduct at the Golf Course.

2.2 Account Security. If you create an account, you are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account. Notify us immediately at the address in Section 20 of any unauthorized use of your account.

2.3 Accurate Information. You agree to provide accurate, current, and complete information when registering and when completing a Reservation, including your name, email address, telephone number, and booking details. TeeOps and the Golf Course are not responsible for missed confirmations, notices, refunds, updates, or other communications caused by inaccurate, incomplete, misspelled, outdated, or inaccessible contact information provided by you.

3. RESERVATIONS

3.1 Booking Process. To book a tee time you must (a) select an available time at a Golf Course, (b) identify the number of players, (c) complete any required booking information, and (d) submit any required payment. A Reservation is confirmed when the Platform records the Reservation and displays a confirmation screen, confirmation number, or other booking confirmation. TeeOps may also attempt to send a confirmation email to the email address you provide, but the validity of a Reservation does not depend on your receipt of, or our successful delivery of, any confirmation email.

3.2 Availability Not Guaranteed. Tee time availability displayed on the Platform may change at any time before confirmation. Slots displayed as available may already be reserved, held, or removed by the Golf Course. TeeOps does not guarantee that any particular tee time will remain available at the moment you attempt to book it.

3.3 Course Modification of Reservations. A Golf Course may move, reschedule, combine, or cancel a confirmed Reservation due to course conditions, maintenance, weather, tournaments, overbooking, or other operational reasons. TeeOps will use commercially reasonable efforts to notify you and to refund you with the Golf Course, but the operational decision rests with the Golf Course.

3.4 Deposits, Prepayment, and Special Booking Rules. A Golf Course may require full prepayment, a deposit, prepayment for a specified number of players, minimum player counts, earlier cancellation deadlines, or other booking rules. Any such terms will be displayed on the booking page or in the Reservation confirmation.

4. PAYMENTS

4.1 Payment Methods. The Platform accepts payment through our third-party payment processor, Stripe, Inc. ("Stripe"). By completing a Reservation, you authorize TeeOps, the applicable Golf Course, and Stripe to charge your selected payment method for the amount due at booking as displayed before checkout. Depending on the Golf Course's settings, the amount due at booking may be the full Reservation amount, a deposit, or prepayment for a specified number of players, with any remaining balance payable directly to the Golf Course at check-in. The amount charged at booking may include green fees, cart fees, applicable taxes, the Online Booking Service Fee, payment processing fees, and any other charges disclosed before checkout.

4.2 Stripe Terms. Your use of Stripe is also subject to the Stripe Services Agreement, available at <https://stripe.com/legal/ssa>, and to Stripe's Privacy Policy. TeeOps does not store full payment card numbers; payment card data is transmitted directly to Stripe and stored on Stripe's PCI-DSS compliant infrastructure.

4.3 Currency and Taxes. All amounts are stated and charged in U.S. dollars unless otherwise indicated on the booking page. Applicable sales, use, occupancy, and similar taxes are the responsibility of the user and will be collected at checkout where required.

4.4 Online Booking Service Fee. TeeOps may charge an Online Booking Service Fee for use of the Platform to make an online Reservation. The Online Booking Service Fee is separate from green fees, cart fees, taxes, late cancellation fees, no-show fees, and any other amounts charged by the Golf Course. The Online Booking Service Fee will be disclosed during the Reservation.

4.5 Chargebacks. If you dispute a charge, you agree to contact TeeOps support and the Golf Course before initiating a chargeback with your card issuer. Initiating a chargeback for a Reservation you actually used, or for a no-show or late cancellation that falls within the Golf Course's published policy, may result in collection action and suspension or termination of your Platform account.

5. CANCELLATIONS, MODIFICATIONS, AND REFUNDS

5.1 Course-Specific Policies Control. Cancellation, modification, refund, no-show, late-arrival, and late-cancellation policies are set by each Golf Course and will be displayed on the booking page or in the Reservation confirmation. By completing a Reservation, you agree to the policies of the Golf Course as displayed at the time of booking.

5.2 Golfer Cancellations and Modifications. If you cancel or modify a Reservation, any refund of green fees, cart fees, taxes, or other amounts payable to the Golf Course will be determined by the applicable Golf Course's cancellation policy. Unless a different policy is displayed at checkout, cancellations or modifications made more than twenty-four (24) hours before the scheduled tee time may be eligible for a refund of refundable Golf Course charges or rebooking, but the Online Booking Service Fee and any payment processing fee disclosed at checkout are non-refundable, except where required by law.

5.3 Late Cancellations and No-Shows. If you cancel or modify a Reservation within the Golf Course's cancellation deadline, arrive late, or fail to show, the Golf Course may retain a late cancellation fee, a no-show fee, or another amount in accordance with the policy displayed at checkout. The late cancellation fee may be a flat amount or a percentage of the Reservation amount, as determined by the Golf Course and disclosed before booking. The Online Booking Service Fee and any payment processing fee disclosed at checkout are non-refundable for golfer cancellations, late cancellations, modifications, and no-shows, except where required by law.

5.4 Golf Course Cancellations. If the Golf Course cancels a Reservation due to weather, course closure, maintenance, operational issues, overbooking, tournaments, or any other reason caused by or determined by the Golf Course, the golfer will be eligible for a refund of the amounts paid for that Reservation, including Golf Course charges, the Online Booking Service Fee, and any payment processing fee disclosed at checkout, unless otherwise required by law. In some cases, the Golf Course may offer a rebooking or credit instead of a refund, but any such alternative will be subject to the Golf Course's policy and applicable law.

5.6 Method of Refund. Approved refunds are issued through Stripe to the original payment method used at checkout. Refunds typically post within five to ten (5–10) business days, depending on the issuing bank.

6. CONDUCT, COURSE RULES, AND ASSUMPTION OF RISK

6.1 Compliance with Course Rules. You agree to comply with all rules, policies, dress codes, pace-of-play requirements, and instructions of the Golf Course at which you play. The Golf Course may refuse service or remove you from the course for noncompliance, and TeeOps has no obligation to issue a refund in that circumstance.

6.2 Assumption of Risk. Golf is a sport with inherent risks, including, without limitation, risks of injury from errant golf balls, golf clubs, golf carts, lightning, weather, wildlife, uneven terrain, water hazards, course maintenance equipment, and the conduct of other players. By completing a Reservation, you acknowledge these risks and assume responsibility for them. The Golf Course, not TeeOps, is responsible for course conditions and on-site safety.

6.3 No Disruptive Conduct. You agree not to engage in harassment, threats, discrimination, intoxication-related disruption, or property damage at any Golf Course. Such conduct may result in removal from the course, forfeiture of fees, and termination of your Platform account.

7. COMMUNICATIONS AND EMAIL CONSENT

7.1 Transactional Emails. By completing a Reservation, you consent to receive transactional emails related to your Reservation, including booking confirmations, receipts, reminders, modification notices, cancellation notices, refund notices, and other Reservation-related updates, at the email address you provide.

7.2 Accuracy of Contact Information. You are responsible for providing a valid and accurate email address. TeeOps and the Golf Course are not responsible for your failure to receive emails due to inaccurate, incomplete, misspelled, outdated, blocked, filtered, or inaccessible contact information, or due to email provider filtering, spam settings, inbox rules, or other delivery issues outside TeeOps' reasonable control.

7.3 Marketing Emails. If you opt in to marketing emails, you may unsubscribe at any time using the link or instructions provided in those messages. Consent to marketing emails is not required to make a Reservation.

8. ACCEPTABLE USE

8.1 You agree not to:

- (a) use the Platform to make a Reservation you do not intend to keep;
- (b) use any robot, scraper, crawler, or other automated means to access the Platform or to extract tee time data;
- (c) reverse engineer, decompile, or attempt to derive the source code of the Platform;
- (d) interfere with the operation of the Platform or with any user's or Golf Course's use of the Platform;
- (e) use the Platform to transmit malware, spam, or unsolicited messages;
- (f) use the Platform in any manner that violates applicable law, including anti-spam, consumer protection, export-control, or intellectual property laws;
- (g) impersonate any person or misrepresent your affiliation with any person or entity; or
- (h) resell, broker, or arbitrage Reservations made through the Platform, or transfer a Reservation to a third party without the Golf Course's written consent.

9. INTELLECTUAL PROPERTY

9.1 Platform IP. The Platform, including all software, designs, graphics, text, logos, and trademarks, is owned by TeeOps and its licensors and is protected by U.S. and international intellectual property laws. Except for the limited license to use the Platform in accordance with these Terms, no rights are granted to you.

9.2 Trademarks. “TeeOps,” “TeeOps Golf,” and the TeeOps logo are trademarks of TeeOps. The names and logos of Golf Courses appearing on the Platform are the property of their respective owners and are used with permission.

10. THIRD-PARTY SERVICES

11.1 The Platform integrates with or links to third-party services, including Stripe, mapping providers, calendar services, and others. TeeOps is not responsible for the availability, accuracy, content, or practices of any third-party service.

11. PRIVACY

11.1 Our collection, use, and disclosure of personal information is governed by our *Privacy Policy* at <https://teeopsgolf.com/tos>, which is incorporated by reference.

12. DISCLAIMERS

12.1 THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY LAW, TEEOPS DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

12.2 TEEOPS DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

12.3 TEEOPS MAKES NO REPRESENTATION OR WARRANTY REGARDING ANY GOLF COURSE, THE CONDITION OF ANY COURSE, THE QUALITY OF ANY ROUND OF GOLF, OR THE ACTIONS OR OMISSIONS OF ANY GOLF COURSE OR ITS PERSONNEL.

13. LIMITATION OF LIABILITY

13.1 Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, TEEOPS’S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES YOU PAID TO TEEOPS (EXCLUSIVE OF AMOUNTS REMITTED TO GOLF COURSES) IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM AND (B) ONE HUNDRED U.S. DOLLARS (\$100).

13.2 Excluded Damages. IN NO EVENT WILL TEEOPS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, OR COST OF SUBSTITUTE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 Personal Injury Disclaimer. WITHOUT LIMITING THE FOREGOING, TEEOPS IS NOT LIABLE FOR ANY PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR OTHER LOSS OCCURRING AT OR IN CONNECTION WITH ANY GOLF COURSE.

13.4 Basis of the Bargain. These limitations are fundamental elements of the bargain between you and TeeOps and apply even if a limited remedy is found to have failed of its essential purpose.

14. INDEMNIFICATION

14.1 You agree to defend, indemnify, and hold harmless TeeOps and its officers, directors, employees, agents, and affiliates from and against any claim, demand, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of or relating to (a) your use of the Platform; (b) your violation of these Terms; (c) your violation of any law or third-party right (including any Golf Course's rights); (d) your User Content; or (e) any Reservation made through your account.

15. TERM AND TERMINATION

15.1 These Terms apply for as long as you access or use the Platform. TeeOps may suspend or terminate your access at any time, with or without notice, for any reason, including violation of these Terms.

15.2 The following sections survive termination: 4 (Payments, for unsettled amounts), 9 (User Content, as to the license to existing content), 10 (Intellectual Property), 13 (Disclaimers), 14 (Limitation of Liability), 15 (Indemnification), 17 (Governing Law and Dispute Resolution), and 19 (General).

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1 Governing Law. These Terms are governed by the laws of the State of New Hampshire, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

16.2 Informal Resolution. Before filing any claim, you agree to attempt to resolve the dispute informally by contacting TeeOps at support@teeopsgolf.com. If the dispute is not resolved within thirty (30) days, either party may proceed under Section 17.3.

16.3 Binding Arbitration. Any dispute arising out of or relating to these Terms or the Platform that is not resolved informally will be resolved by binding individual arbitration administered by AAA under its Streamlined Arbitration Rules or Consumer Arbitration Rules. The arbitration will be conducted in New Hampshire or by videoconference at the user's election. The arbitrator's decision is final and binding.

16.4 Class Action Waiver. YOU AND TEEOPS AGREE THAT EACH MAY BRING CLAIMS ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

16.5 Thirty-Day Opt-Out. You may opt out of arbitration by sending written notice to support@teeopsgolf.com within thirty (30) days of first accepting these Terms. The notice must include your name, account email, and a clear statement that you opt out of arbitration.

16.6 Exceptions. Notwithstanding the foregoing, either party may bring an action in small claims court for claims within that court's jurisdiction, and either party may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property rights.

16.7 Venue if Arbitration Not Enforced. If arbitration is held unenforceable as to a particular dispute, the parties consent to the exclusive jurisdiction of the state and federal courts located in Concord, New Hampshire for that dispute.

17. FORCE MAJEURE

17.1 TeeOps is not liable for any failure or delay in performance caused by events outside its reasonable control, including acts of God, severe weather, fire, flood, earthquake, pandemic,

war, terrorism, civil unrest, labor disputes, internet or utility failures, or actions of governmental authorities or third-party service providers (including Stripe).

18. GENERAL

18.1 Entire Agreement. These Terms, together with the Privacy Policy and any policies referenced in these Terms or on the booking page, constitute the entire agreement between you and TeeOps regarding the Platform and supersede all prior agreements.

18.2 Modification. TeeOps may modify these Terms at any time by posting the revised Terms on the Platform and updating the Effective Date. Material changes will be communicated by email or in-Platform notice at least fifteen (15) days before they take effect. Continued use of the Platform after the effective date of the revised Terms constitutes acceptance.

18.3 Severability. If any provision of these Terms is held unenforceable, the remaining provisions will remain in effect, and the unenforceable provision will be modified to the minimum extent necessary to make it enforceable.

18.4 No Waiver. Failure to enforce any provision is not a waiver of that or any other provision.

18.5 Assignment. You may not assign these Terms without TeeOps's prior written consent. TeeOps may assign these Terms in connection with a merger, acquisition, sale of assets, or by operation of law.

18.6 Relationship of the Parties. Nothing in these Terms creates a partnership, joint venture, agency, fiduciary, or employment relationship between you and TeeOps.

18.7 Notices to TeeOps. Notices to TeeOps must be sent to 221 MAIN ST STE R NASHUA, NH, 03060, USA with a copy to support@teeopsgolf.com.

18.8 Notices to You. Notices to you will be sent to the email address associated with your account or, if none, displayed on the Platform.

18.9 Headings. Headings are for convenience only and do not affect interpretation.

19. CONTACT

Questions about these Terms should be directed to:

TEEOPS GOLF, LLC

Email: Support@teeopsgolf.com

Phone: 571-306-2835