

TERMS OF USE OF THE MOBILE APPLICATION ("TERMS OF USE") OF FAIRWAY FOOTPRINT (PTY) LTD WITH REGISTRATION NUMBER 2026/014913/07 ("FAIRWAY FOOTPRINT")

By downloading, installing, accessing, or using the Fairway Footprint mobile application ("**the App**"), the person doing so ("**User**") consents and confirms that the terms and conditions as set out below, together with any and all additional and/or amended terms that Fairway Footprint may make available from time to time, shall be binding between Fairway Footprint and the User. Fairway Footprint reserves the right to make changes to the App and to these Terms of Use at any time it may deem necessary at its sole discretion.

The services offered by Fairway Footprint are detailed within the App. By creating an account and using the App, the User accepts that any and all information provided by the User through the App shall be subject to these Terms of Use.

1. ACCOUNT CREATION AND USE

- 1.1. To use the App, you must create an account using a valid Google or Apple sign-in credential. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.
- 1.2. By providing information through the App, the User gives Fairway Footprint permission to:
 - 1.2.1. use such information to create, manage, and secure the User's account;
 - 1.2.2. to track, store, and visualize the User's golf activity (including courses played, scores, and rounds) as the core service of the App;
 - 1.2.3. to process such information for statistical analysis, to develop and improve the App's functionality and user experience, and to update our records; and
 - 1.2.4. to enable optional social features (such as leaderboards and user search) only when the User has explicitly opted-in to such features within the App's settings.
- 1.3. Fairway Footprint confirms that any and all information provided by the User will be processed in accordance with the obligations imposed by the Protection of Personal Information Act, No. 4 of 2013 ("**POPIA**") and in accordance with Fairway Footprint's Privacy Policy, which is accessible within the App and on www.fairwayfootprint.com.

2. USER CONTROL AND PRIVACY

- 2.1. The App is designed with privacy as a priority. All social or public-facing features are disabled by default.
- 2.2. The User has full control over their profile visibility:

- 2.2.1. The User may choose a Display Name. This defaults to the first and last name from the User's sign-in provider but can be changed to any name (including an anonymous pseudonym) at any time in the App settings.
 - 2.2.2. The User's Display Name (or first and last name if no Display Name is set) will be visible to other users only if the User explicitly opts-in to features such as "Friends" or "Leaderboards."
 - 2.2.3. Other users can search for a User by first name, last name, Display Name, or email address. A User's profile will only appear in search results if they have enabled the corresponding setting allowing themselves to be found.
- 2.3. The User can change these privacy settings at any time, with immediate effect.

3. INTELLECTUAL PROPERTY AND USER CONTENT

- 3.1. All material, information, data, software, icons, text, graphics, layouts, images, trade names, logos, trademarks, designs, code, and copyright (as well as the organisation and design of the App together with the underlying software and source code) (**"the Intellectual Property"**) are owned by Fairway Footprint, its licensors, or partners. The User is granted a limited, non-exclusive, non-transferable license to use the App for personal, non-commercial purposes.
- 3.2. The User retains ownership of the golf activity data they input into the App (**"User Content"**). By submitting User Content, the User grants Fairway Footprint a worldwide, royalty-free, non-exclusive license to host, store, reproduce, modify, and communicate that User Content solely for the purpose of providing, improving, and securing the App's services to that User.

4. ACCEPTABLE USE AND USER WARRANTIES

- 4.1. By using the App, the User irrevocably and unconditionally confirms and warrants that:
- 4.1.1. they are at least 18 years of age or have the consent of a guardian;
 - 4.1.2. all information provided is accurate and truthful;
 - 4.1.3. they will not use the App for any unlawful purpose or in any way that could damage, disable, overburden, or impair the App or interfere with any other User's enjoyment of the App; and
 - 4.1.4. they will not attempt to gain unauthorized access to any part of the App, other accounts, or any connected systems or networks.

5. LIABILITY DISCLAIMER

- 5.1. The App and its services are provided on an "as is" and "as available" basis. Fairway Footprint makes no representations or warranties of any kind, whether express or implied, as to the operation, accuracy, availability, or completeness of the App's services.
- 5.2. Using the App is done at the User's own risk. To the fullest extent permitted by law, Fairway Footprint shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages resulting from the User's use or inability to use the App.
- 5.3. Fairway Footprint provides no warranty, express or implied, that the App will be error-free, secure, or uninterrupted, but confirms it has taken reasonable measures to ensure the integrity and security of the App.

6. DATA RETENTION AND ACCOUNT DELETION

- 6.1. We retain your personal information only as long as your account is active or as needed to provide the App and fulfil legal obligations.
- 6.2. You may delete your account and associated personal data at any time directly within the App using the account deletion feature. Upon deletion, your personal data is permanently removed from our active systems. For more details, please see our Privacy Policy.

7. GOVERNING LAW AND DISPUTES

- 7.1. These Terms of Use shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 7.2. Any dispute arising out of or in connection with these Terms shall be referred to arbitration in Pretoria, applying the rules of the Arbitration Foundation of Southern Africa (AFSA). The arbitration award shall be final and binding.

8. GENERAL PROVISIONS

- 8.1. Fairway Footprint may amend these Terms from time to time. Continued use of the App after such changes constitutes acceptance of the updated Terms.
- 8.2. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.
- 8.3. The User's access and use of the App are also subject to Fairway Footprint's Privacy Policy and PAIA Manual, which are incorporated into these Terms by reference.

CONTACT INFORMATION

For any questions regarding these Terms of Use, please contact us:

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**FAIRWAY
FOOTPRINT**