

Terms of Use

Last updated: April 27, 2022

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Ghost23, LLC d/b/a Slyde ("Slyde," "we," or "us"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**") govern your access to and use of our website and mobile application, including any content, functionality, and services offered on or through our website and mobile application (collectively, the "**Services**").

Please read the Terms of Use carefully before you start to use the Services. **By using the Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://slydepass.com/privacy-policy>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Services. These Terms of Use contain important information regarding your legal rights, remedies, and obligations, including a clause that governs jurisdiction and venue of disputes, and an arbitration clause and class action waiver. By accepting these Terms of Use, you agree to be bound by this arbitration clause. You may opt out by following the instructions in the "Dispute Resolution" section but must do so within the time specified in that section or you will be deemed to have accepted those provisions.

The Services are offered and available to users who are at least the age of majority in their jurisdiction of residence and have legal capacity to enter into the agreement set out in these Terms of Use. By accessing or using the Services, you represent and warrant that you are of legal age to form a binding contract with Slyde, or that you are the parent or guardian of a minor using the Services and are entering into these Terms of Use on your minor child's behalf and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Services.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Services thereafter.

Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes. You should check this page each time you access the Services so you are aware of any changes as they are binding on you.

Accessing the Services and Account Security

We reserve the right to withdraw or amend the Services, and any material provided via the Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Services, or to the entire website or mobile application.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Services.
- Ensuring that all persons who access the Services are aware of these Terms of Use and comply with them.

To access the Services or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Services that all the information you provide on the Services is correct, current, and complete. You agree that all information you provide to register for the Services or otherwise, including, but not limited to, through the use of any interactive features of the Services, is governed by our Privacy Policy found at <https://slydepass.com/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Services using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Services and their contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Slyde, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material provided by our Services, except as follows:

- Your device may temporarily store copies of such materials incidental to your accessing and viewing those materials.

You must not:

- Modify copies of any materials from the Services.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Services in breach of the Terms of Use, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Services or any content provided via the Services is transferred to you, and all rights not expressly granted are reserved by Slyde. Any use of the Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Services (collectively, “**Submissions**”) provided by you to us are non-confidential and will become our sole property at the time of submission. We will own exclusive rights, including all intellectual property rights, and will be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

DMCA Policy

We respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Digital Millennium Copyright Act (“**DMCA**”) designated agent the written information specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description where the material that you claim is infringing is located on the site;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement on the sites can be reached as follows:

Ghost23, LLC d/b/a Slyde

Attn: DMCA Compliance Officer

605 Clayton St.

Denver, CO 80206

United States

jason@slydepass.com

Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Services:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Slyde, a Slyde employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined solely by us, may harm Slyde or users of the Services, or expose us or any other party to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party's use of the Services.
- Use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services.

- Use any manual process to monitor or copy any of the material provided via the Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the A Services.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, the server on which the Services are stored, or any server, computer, or database connected to the Services.
- Attack the Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Services.

Reliance on Information Posted

The information presented on or through the Services is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other user of the Services, or by anyone who may be informed of any of its contents.

The Services may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Slyde, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Slyde. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Services

We may update the content provided via the Services from time to time, but its content is not necessarily complete or up-to-date. Any of the material provided via the Services may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Use of the Services

All information we collect via the Services is subject to our Privacy Policy found at <https://slydepass.com/privacy-policy>. By using the Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Purchases via the Services

The Services provide opportunities for you to make purchases from us and third-parties ("**Transactions**"). Each Transaction is governed by these Terms of Use and the specific terms of the particular Transaction which will be communicated to you during the check-out process. You agree that all transactions made by you via the Services cannot be exchanged and are non-refundable. All purchases are subject to the applicable service fees and charges, which are also non-refundable. In the event that you are purchasing a tee time through any of the Services, the applicable golf course may have tee time policies which also apply. Such tee times purchases shall also be governed by the applicable policies of the golf courses at which you reserve such tee times. Please make special note of the course's no-show or cancellation policy, as you will be responsible for any applicable golf course charges in the event of a no-show. You will be responsible for paying all applicable taxes in connection with your purchase of any tee times. Slyde

reserves the right to terminate your access to the Services for any reason including, without limitation, repeated no-shows.

Product Specifications; Pricing; Typographical Errors

We do our best to describe every product or service offered via the Services as accurately as possible. However, we do not warrant that product specifications, pricing, or other content on the Services is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, Slyde shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge.

Merchants

Your correspondence or business dealings with, or participation in promotions of, merchants found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such merchant. Slyde will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such merchants on the Services.

Wireless and Location-Based Features

Wireless Features. The Services may offer certain features that are available to you via your wireless device. These features may include the ability to access the Services and upload content to the Services, receive messages from the Services, and download applications to your wireless device (collectively, "**Wireless Features**"). Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless device. In addition, your carrier may charge you for standard messaging, data, and other fees to participate in Wireless Features. Fees and charges may appear on your wireless bill or be deducted from your pre-paid balance. We have no responsibility or liability for any fees or charges you incur when using Wireless Features. You should check with your carrier to find out whether any fees or charges will apply, what plans are available and how much they cost. You should also contact your carrier with any other questions regarding these issues.

Terms of Wireless Features. If you register for any Wireless Features then you agree that, in connection with those Wireless Features, we may send communications to your wireless device regarding us or other parties. Further, we may collect information related to your use of the Wireless Features in accordance with our Privacy Policy. If you have registered via the Services for Wireless Features, then you agree to notify us of any changes to your wireless contact information (including phone number) and update your accounts on the Services to reflect the changes.

Location-Based Features. For Services on mobile devices ("**Mobile Apps**"), when you use one of our location-enabled services, we may collect and process information about your actual location. Some of the Mobile Apps or the Services require your location information for the feature to work. If you have enabled GPS, geo-location, or other location-based features on a device, you acknowledge that your device location will be tracked and may be shared with others consistent with the Privacy Policy.

In addition, where any Mobile App collects precise information about the location of your devices, it will be used to provide requested location services, and, depending on the particular Mobile App it may be used, amongst other uses, to allow tagging or to check-in.

You may be able to disable location-based features or manage preferences related to them via your device. You can terminate device location tracking by us by uninstalling any Mobile App or feature. The location-based services offered in connection with our Mobile App or feature are for individual use only and should not be used or relied on as an emergency locator system, used while driving or operating vehicles, or used in connection with any hazardous environments requiring fail-safe performance, or any other

situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or severe physical or property damage. The location-based services are not suited or intended for family finding purposes, fleet tracking, or any other type of business or enterprise use.

Please see our Privacy Policy to find out more about how to opt out of providing location information.

Links from the Services

To the extent, the Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Services is based in the State of Colorado in the United States. We make no claims that the Services or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Services for any reconstruction of any lost data.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, DEVICE APPLICATIONS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY CONTENT OR ITEMS OBTAINED THROUGH THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THEM, OR ON ANY WEBSITE OR APPLICATION LINKED TO THEM.

YOUR USE OF THE SERVICES AND THEIR CONTENT IS AT YOUR OWN RISK. THE SERVICES AND THEIR CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE NOT CONTAINED IN THESE TERMS OF USE NEITHER SLYDE NOR ANY PERSON ASSOCIATED WITH SLYDE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER SLYDE NOR ANYONE ASSOCIATED WITH SLYDE REPRESENTS OR WARRANTS THAT THE SERVICES OR THEIR CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, SLYDE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL SLYDE, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, ASSIGNS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND IN EXCESS OF THE AMOUNT PAID TO SLYDE OR ITS AFFILIATES IN THE MONTH PRECEDING THE EVENT GIVING RISE TO THE CLAIM, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to indemnify and hold harmless Slyde, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (1) your violation of these Terms of Use or your use of the Services, including, but not limited to, your user contributions, any use of the Services' content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Services and (2) any acts or omissions of the golf course accessed via our Services or the acts or omissions of other person at such golf course.

Governing Law

All matters relating to the Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed exclusively in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction).

Dispute Resolution

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a “**Dispute**” and collectively, the “**Disputes**”) brought by either you or us (individually, a “**Party**” and collectively, the “**Parties**”), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Binding Arbitration. If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) and, where appropriate, the AAA’s Supplementary Procedures for Consumer Related Disputes (“AAA Consumer Rules”), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will decide in writing but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Denver County, Colorado. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If, for any reason, a Dispute proceeds in court rather than arbitration, the Dispute must be commenced or prosecuted in the state and federal courts located in Denver County, Colorado, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Site be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute will be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Restrictions; No Class Action. The Parties agree that any arbitration will be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration may be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

Exceptions to Informal Negotiations and Arbitration. The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Opt-Out. You may opt-out of this arbitration and class action waiver provision by notifying us in writing within 30 days of the date you first used the Site. To opt-out, you must send a written notification to jason@slydepass.com that includes (a) your account username (if applicable), (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a clear statement indicating that you do not wish to resolve claims through arbitration and demonstrating compliance with the 30-day time limit to opt-out of the above arbitration and class action waiver provision.

Waiver and Severability

No waiver by Slyde of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Slyde to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Slyde regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Services.

Connectivity

You are responsible for obtaining and maintaining all devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Services and you will be responsible for all charges related to them.

Notice for California Users

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

Your Comments and Concerns

The Services are operated by Ghost23, LLC d/b/a Slyde.

All feedback, comments, requests for technical support, and other communications relating to the Services should be directed to: jason@slydepass.com; 605 Clayton St., Denver, CO 80206, United States