

Terms and Conditions
USA / CANADA
VICE SPORTING GOODS, INC.
(01-01-2020)

www.vicegolf.com/us (the "Site") is operated by Vice Sporting Goods, Inc. ("Vice Golf"). The following terms and conditions ("Terms") govern your use of the Site and the conditions of Vice Golf's business.

By viewing, accessing, or using the content, products, and services available on our Site, you certify that you have read, understand, and agree to be bound by these Terms, and our [Privacy Policy](#), each of which is incorporated by reference as if fully set forth herein. You further certify that you have all the necessary rights, power and authority to enter into this Agreement and perform the obligations set forth under this Agreement. You understand and agree that by using the Site or any content, material, products or services made available on or through the Site (collectively, the "Services") you fully accept and agree to these Terms.

1. Registration

You will be required to provide personal information, such as shipping address, billing address, and payment details, when placing an order through the Site. Additional information may be collected by Vice Golf or its third-party providers for security and anti-fraud purposes. You assert that the personal information you provide to us via the Site is true, valid, complete and up-to-date in all respects, and you confirm that you are the person stated in the shipping (unless the order is a gift) and billing information provided.

In order to access certain content, material, products or services on the Site, you may be asked to register and create an account. As part of the registration process, you may be asked to submit a username and password and agree to these Terms. You may also be required to provide us with information about yourself including some types of personally identifiable information, including your legal name, phone number, address, email address, gender, and age. You are responsible for ensuring that your account credentials are kept secret, safe, and secure at all times. Vice Golf will not be held responsible or liable for any misuse of your account in the event that a third party has access to and uses your password and account login in any way. Please update your information directly on the Site should any of the information you provide on the Site change.

Any personal information that you provide to us via the Site is subject to our [Privacy Policy](#).

2. Purchases

Products or services made available through the Site may be available for purchase. By purchasing products or services, you confirm that you have reached the age of majority and have the legal capacity to enter into a contract. If you are under the age of majority or cannot lawfully enter into a contract, you must have your parent or guardian review these Terms and the Privacy Policy and register or place an order on your behalf. Vice Golf may use a third-party payment gateways to process credit card transactions. You are also responsible for paying any taxes imposed in connection with use of the Site or the purchase or any products or services made available through the Site, including sales, use, and excise taxes, excluding taxes on Vice Golf's net income. To the extent that Vice Golf is obligated to collect such taxes, the applicable tax will be added to your billing account. All sales are subject to our shipping and return policies, which shall be made available to you on the Site or other delivered to you with your purchased goods. All refunds are in Vice Golf's sole discretion.

Vice Golf expressly reserves the right to cancel your order in the following situations, without being liable for any costs or damages:

- a. The product is temporarily not in stock (all payments will be refunded promptly after consultation with you);
- b. Your account information is not correct or not verifiable;

- c. The offered price was incorrect; or
- d. We were not able to deliver to the address you specified.

3. Revocation

You can revoke your contractual statement in writing within 30 days without stating reasons (e.g. by letter, fax or e-mail to back@vicegolf.com) or, if you received the merchandise before the lapse of the above time limit, by sending it back. The time limit starts to run upon the receipt of this notice in writing, but not before the goods have reached the recipient (in the case of recurring deliveries of similar products not before you receive the first partial delivery).

The cancellation period will be deemed not to have been exceeded if the revocation or the goods are mailed in good time. In order to not exceed the cancellation period, the timely mailing of the revocation or the merchandise is sufficient address the revocation to:

Vice Sporting Goods GmbH
Paul-Heyse-Str. 28
80336 Munich
Germany

In the case of an effective revocation, the mutually received performances must be returned and any derived profits (e.g. interest) must also be returned. If you cannot return to us the performance received, in part or in whole, or if you can only return it in worse condition, you are required to offer compensation of equal value. This does not apply when the deterioration of the goods occurred exclusively when examining them, as may have been possible in a retail shop. You can also avoid the obligation to pay compensation if the goods have been damaged through conventional usage, provided that you do not use the goods as if they were your property and refrain from doing anything which could reduce their value. Transportable goods should be sent back at your risk. The obligations to reimburse payments must be fulfilled within 30 days. The time limit begins for you when you send your cancellation or the goods, and for us upon the receipt thereof.

Customized or personalized golf balls are excluded from the right of revocation or Vice Golf's general return policy.

4. General Restrictions on Use

You agree to use the Site and the Services only for purposes that are permitted by these Terms and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Site and Services for your non-commercial, non-assignable, non-transferable, non-exclusive, and limited personal use, and for no other purposes.

You will not and will not attempt to:

- a. Access any of the Services by any means other than through the interface that is provided by Vice Golf;
- b. Gain unauthorized access to Vice Golf's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site, the Services, Vice Golf's networks and computer systems;
- c. Access any of the Site or the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
- d. Access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
- e. Reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site or the Services for any purpose; and

- f. Reproduce, duplicate, copy, sell, trade or resell any products or services bearing any trademark, service mark, trade name, logo or service mark owned by Vice Golf in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

5. Content

Vice Golf or its parent company owns or licenses all information, materials, and intellectual property rights made available through the Site ("Site Content"), as well as the selection, coordination, arrangement, and organization and enhancement of the Site Content. All Site Content is protected pursuant to copyright, trademark, patent, and other applicable laws. You agree not to remove or change any copyright notice or any other proprietary notice on any Site Content. As between you and Vice Golf, all names, logos, trademarks, symbols, or slogans appearing on the Site are proprietary to Vice Golf or its licensors, affiliates, or suppliers. Use or misuse of these trademarks is expressly prohibited and may violate federal and state trademark law. Under no circumstances will you have any rights of any kind in or to the Site Content, other than the right to use the Site Content in accordance with these Terms.

Certain features of the Site may allow you to contribute feedback and other information to the Site for access, use, viewing, and commentary by other users of the Site (collectively, "Comments"). By posting Comments, you represent that you have the full legal right to provide the Comments and that use of the Comments by Vice Golf on the Site, and all other persons and entities, will not: (a) infringe any intellectual property rights of any person or entity or any rights of publicity, personality, or privacy of any person or entity, including as a result of your failure to obtain consent to post personally identifying or otherwise private information about a person; (b) violate any law, statute, ordinance, regulation, or agreement; or (c) constitute disclosure of any confidential information owned by any third party. Upon your submission of Comments or other material or information to Vice Golf, you grant Vice Golf and its parent company a worldwide, perpetual, irrevocable, transferable, license to access, use, distribute, reproduce, display, modify, create derivative works based upon, and sublicense the Comments, all without any compensation to you whatsoever. For avoidance of doubt, Vice Golf or its parent company shall be under no obligation: (1) to maintain any Comments in confidence; (2) to compensate you in any way for your Comments; or (3) to respond to any Comments.

6. Referral Program

Vice Golf offers users ("Advocates") the opportunity to refer friends ("Friends"). These terms apply to all parties who access or use the program. Advocates and Friends must be a resident of the United States, Canada, Puerto Rico or the Virgin Islands and must be 18 years or older. Advocates and Friends may not participate in the referral program where doing so would be prohibited by any applicable law or regulations.

By participating in the referral program, the parties agree to use the program in the manner specified in, and are bound by, these Terms. If you do not agree to these Terms in their entirety you are not authorized to register as an Advocate or Friend or participate in the program in any manner.

The referral program is subject to modification or termination at any time without notice in our sole discretion. You may terminate this agreement if you do not wish to be bound by any such amendments but by continuing to use our website or the program you will be deemed to have accepted the new terms.

Referred Friends can receive a promo code when participating in the program. Advocates can receive gift cards when they refer Friends. To qualify for a promo code, the referred Friend must be a new customer. Advocates are not allowed to refer themselves. Advocates may not refer anyone who is an existing customer of www.vicegolf.com under an alternate email address. Promo codes are only valid for purchases with a certain order value and must be used prior to the promo code's expiration date. Promo codes are for one-time use only. Certain items can be excluded from promo codes. Advocates will receive a gift card via email after their referral is approved. To receive multiple gift cards an Advocate must refer multiple friends with approved purchases.

In case an Advocate refers a friend who is already a customer of Vice Golf can decide to offer a different promo code instead.

Referrals will be approved after 32 days of the referred Friend's purchase. A referral is approved when (i) the referred Friend uses the promo code for the purchase which was obtained through the referral, (ii) the referred Friend's order value is above \$100, (iii) the referred Friend does not return all or a part of the purchased items so that the order value drops below \$100. Gift cards cannot be applied to previous purchases and are not redeemable for cash unless required by law. Advocates may only earn one gift card per referred person.

Any abuse of this offer as determined by us in our sole discretion, may result in the rescission of the referring Advocate's gift cards and the referred Friend's promo code as well as both parties' inability to participate in this or future promotions. If a customer wishes to be removed from the referral program, they can do so by contacting referral@vicegolf.com or use the Opt-Out button in the referral emails.

7. Gift Cards

Customers may purchase and redeem Vice Golf gift cards on the Site. They are available as digital gift cards sent out by e-mail and physical gift cards sent out by mail. To redeem your gift card on the Site, simply select "Gift Card" as your method of payment during checkout and enter both the gift card number and PIN as prompted. In case your planned purchase total exceeds the available credit on your gift card, you must select an additional payment method to settle the remaining balance. The additional payment method can also be an additional gift card.

Vice Golf gift cards expire 5 years after either the original purchase date or your last recharge.

Vice Golf gift cards purchased on the Site may be redeemed in any country that uses the same national currency it was paid with. Gift cards may not be redeemed for cash unless required by law. Gift Cards cannot be applied to previous purchases.

You may cancel your unused gift card within 14 business days of receipt. Please reach out to Vice Golf with the number of your gift card. Vice Golf will refund the value of the gift card to the original payment method used during the purchase. In case of loss or theft of your gift card please [contact us](#) immediately, stating your purchase receipt information.

8. Errors, Inaccuracies, and Omissions

There may be information on the Site that contains inaccuracies, typographical errors, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Site is inaccurate at any time without prior notice (including after you have submitted your order). We cannot and do not review all communications, products, or services made available on or through the Site, but, although not obligated to, may review, verify, make changes to or remove any Comments, Site Content, or the Site, including information submitted in connection with the Site Content or other features at any time, with or without notice in our sole discretion.

9. Disclaimers and Warranties

Vice Golf reserves the right to change the assortment of products offered and to limit the quantity of products that may be purchased from time to time and at any time, without prior notice. We also reserve the right to alter the terms or duration of any sale promotion or special offers. Vice Golf is not liable in case of stock outage or unavailability of products. We have made every effort to display as accurately as possible the colors of our products that appear at the Site, but we cannot guarantee that your computer monitor's display of any color will be accurate.

Vice Golf expressly disclaims, to the fullest extent permitted by law, any express or implied warranties: (i) that the Site, Services, Site Content, goods, advice, information or links provided on the Site will meet your requirements; (ii) that the Services will be uninterrupted, timely, secure or free from error; (iii) that defects in the operation or functionality of any software provided to you as part of the Services will be

corrected; (iv) regarding the Site Content, goods, services, advice, information or links provided by any third-parties or users; (v) that the Site, Site Content, goods, services, advice, or information displayed on the Site will meet your requirements; and (vi) that the Site will be error-free or that any errors will be corrected. No advice or information, whether oral or written, obtained by you from the Site shall create any warranty not expressly stated in these Terms.

You understand that the technical processing and transmission of any Site Content and Comments may be transferred unencrypted and involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. Please be advised that we do not guarantee that any information sent to or from our Site will be secure during transmission, nor can we guarantee the confidentiality of any communication or material transmitted to us via the Site or the Internet, including, for example, personal information such as your name or address. Vice Golf assumes no responsibility for: (a) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication; and (b) any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Site, including any injury or damage to you or to any person's computer related to or resulting from use of the Services or the Site.

The statutory product warranty period is two years and begins when the goods are handed over. During that time, Vice Golf will remedy all defects subject to the statutory warranty at no cost to you. Please report such defects immediately to the delivery personnel or to Vice Golf. Obvious defects must be reported within 14 days from receipt of the goods. Initially, you may only claim rectification. If this fails, you may choose between rescinding the contract or a reduction of the purchase price and damage compensation, as far as the law permits. Apparel is not covered by warranty. Golf balls, in particular, are subject to enormous strain. If any particular article cannot be delivered, we will send you a replacement which is equivalent with regard to quality and price (a substitute), which can also be returned within 14 days.

Regarding customized golf balls, please note that after the printing process, the color of the golf ball requires a drying time of up to two weeks. Only then the maximum durability of the color is achieved. Effects caused by golf strokes reduce the product endurance and can lead to abrasions of the print.

No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Site, Site Content and/or Services except to the extent that they are expressly set out in these Terms.

10. Limitation of Liability

IN NO EVENT WILL VICE GOLF BE LIABLE FOR DAMAGES OTHER THAN ACTUAL AND DIRECT DAMAGES PROVEN IN A COURT OF LAW. IN NO EVENT SHALL VICE GOLF'S LIABILITY EXCEED THE PRICE YOU PAID FOR THE PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE TOTAL LIABILITY OF VICE GOLF AND ITS LICENSORS SHALL NOT EXCEED TEN DOLLARS (\$10).

Without limiting the foregoing, you understand and acknowledge that Vice Golf shall not be liable to you for:

- a. Any indirect, incidental, consequential, punitive or exemplary losses which may be incurred by you arising out of your use of, or inability to use, the Site or the Services, including any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you; or
- b. Any loss or damage which may be incurred by you as a result of: (i) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Site or

the Services; (ii) any changes that Vice Golf may make to the Site or Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services); (iii) the deletion of, corruption of, unauthorized access to, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Site or the Services; (iv) the use of any products or services obtained on or through the Site; or (v) any other matter relating to the Site, the Services, the Site Content, or the Comments.

The limitations on Vice Golf's liability to you in this Section 10 shall apply whether or not Vice Golf has been advised of or should have been aware of the possibility of any such losses arising.

IF YOU ARE DISSATISFIED WITH THE SITE, THE SERVICES, OR THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE AND SERVICES.

11. Indemnity

You agree to defend, indemnify and hold harmless Vice Golf, its officers, directors, members, employees, agents, affiliates, licensors and suppliers, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site and Services; (ii) your violation of any of these Terms, including the Privacy Policy; (iii) your violation of any third party rights, including without limitation any copyright, intellectual property, or privacy rights; or (vi) the use by any other persons accessing this Site using your Internet account or account login. This defense and indemnification obligation will survive these Terms and your use of the Site and Services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate in all reasonable respects in such defense. You may not settle any claim contemplated in this Section 11 without the prior written consent of Vice Golf.

12. Links To Other Sites

The Site may contain links or references to other websites outside of our control. Links to other websites may use our Site logo or style as a result of a co-branding agreement. These websites may send cookies to you and may collect personally identifiable information about you and make use of that data in ways that this Site would not. Please be aware that Vice Golf has no control over these websites and that these Terms do not apply to any third-party sites. Vice Golf cannot be held responsible for those sites or external sources, or for any damage or losses deriving from the use of the content, or goods and services available on those sites or external sources. Vice Golf encourages you to read the privacy policies and terms of use linked or referenced in the websites you enter.

13. Complaint Procedures

If you believe that any content or postings on this Site violates your intellectual property or other rights, please notify Vice Golf by email at support@vicegolf.com with a comprehensive detailed message setting forth the following information: (a) your name and the name of your company, if applicable; (b) your contact information, especially your email address; (c) the nature and substance of your complaint, the specific rights at issue, and your basis for making the complaint, including the content or posting that is objectionable; and (d) the following statement: "The statements, representations, and assertions made in this message are true, complete, and accurate and I have the full legal authority to make each and every such statement, representation, and assertion and to make and be granted any demand made in this message."

14. Dispute Resolution

Any dispute emerging from these Terms shall be resolved exclusively through final and binding arbitration conducted by the American Arbitration Association (the "AAA"). Arbitration uses a neutral arbitrator instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to

an individual; and an arbitrator must also decide based on these Terms, as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability and the scope or enforceability of this agreement to arbitrate shall be for a court of competent jurisdiction to decide. Arbitration shall take place in New York, NY, unless Vice Golf elects otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of New York. The arbitrator shall not be bound by rulings in prior arbitrations involving different Vice Golf users but is bound by rulings in prior arbitrations involving the same Vice Golf user to the extent required by applicable law. The arbitrator's award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, Vice Golf will pay all filing, administration, and arbitrator fees associated with the arbitration. Any request for payment of fees by Vice Golf should be submitted by mail to the AAA along with your demand for arbitration and Vice Golf will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, Vice Golf will pay as much of the filing, administration, and arbitrator fees as the arbitrator deems necessary to prevent the costs of accessing arbitration from being prohibitive. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Vice Golf for all fees associated with the arbitration paid by Vice Golf on your behalf that you otherwise would be obligated to pay under the AAA's rules. If an arbitrator or court decides that any part of this agreement to arbitrate is invalid or unenforceable, the other parts of this agreement to arbitrate shall still apply.

You can choose to reject this agreement to arbitrate by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than thirty days after the date you accept these Terms for the first time. You must complete the Opt-Out Notice form by providing the information called for in the form, including your name, address (including street number and address, city, state, and zip code), phone number, and the email address to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the agreement to arbitrate, all other parts of these Terms will continue to apply. Opting out of this agreement to arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

15. Miscellaneous

These Terms, including the Privacy Policy, constitute the whole legal agreement between you and Vice Golf and govern your use of the Site, Services and any transactions you may have with Vice Golf through the Site and completely replaces and supersedes any prior agreements or understanding, arrangements, undertaking or proposal, written or oral, between you and Vice Golf in relation to such matters. In the event any other rule, code of conduct, or other matter posted on the Site conflicts with the terms of these Terms, these Terms shall govern. No oral explanation or oral information given by any party shall alter the interpretation of these Terms. Notwithstanding the foregoing, you understand that Vice Golf may make changes to these Terms from time to time. Your continued use of the Site following the posting of changes to these Terms will be considered your consent to those changes. When these changes are made, Vice Golf will make a new copy of the Terms available on the Site. You agree that Vice Golf is under no obligation to provide you with notices regarding changes to the Terms. You understand that it is your responsibility to check the Terms regularly for changes.

You agree that if Vice Golf does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Vice Golf has the benefit of under any applicable law), this will not be taken to be a formal waiver of Vice Golf's rights and that those rights or remedies will still be available to Vice Golf. If any court of law, having the jurisdiction to decide a matter arising out of these Terms, rules that any provision of these Terms is invalid, then that provision will be removed from these Terms without affecting the rest of the Terms and the remaining provisions will continue to be valid and enforceable.

The Site is controlled and operated from within the European Union. Without limiting anything else, Vice Golf makes no representation that the Site, Site Content, Comments, services, products, information or

other materials available on, in, or through the Site is appropriate or available for use in other locations, and access to them from territories where they are illegal is prohibited. Those who choose to access the Site from other locations do so on their own volition and are responsible for compliance with applicable laws.