

# Golfflix AG – General Terms & Conditions

### 1. General Provisions

- 1.1 These General Terms and Conditions (GTC) govern the use of the Golfflix indoor golf facility (hereinafter "Golfflix" or "Golfflix AG") as well as all contractual relationships between users and the operator. The contractual partner and operator of the facility is Golfflix AG, Dietlimoosplatz 1, 8134 Adliswil (ZH), Switzerland.
- 1.2 By completing a booking, users agree to these GTC. Acceptance is provided by actively ticking the corresponding checkbox in the booking system. The GTC form an integral and binding part of each booking and of the use of the Golfflix facility.
- 1.3 Deviating conditions of users shall not apply unless Golfflix AG has expressly confirmed their validity in writing or by e-mail.
- 1.4 The current version of these GTC is available on www.golfflix.ch and within the booking system (TrackMan / YGB). The version published at the time of booking or use is binding.
- 1.5 Golfflix reserves the right to amend or update these GTC at any time due to operational, legal or technical reasons. Changes will be communicated appropriately, in particular through publication on the website or in the booking system.

#### 2. Access & Use of the Facility

2.1 Access to the Golfflix facility is permitted from the completed age of 6. Children under the age of 6 are not allowed to enter the facility, even as accompanying persons, for safety, liability and consideration reasons.



- 2.2 Children and adolescents under the age of 16 may only enter and use the facility when accompanied by an adult. The accompanying adult is fully responsible for their behaviour and safety.
- 2.3 Access is granted exclusively via an individual PIN code sent with the booking confirmation by e-mail. The PIN becomes active 15 minutes before the booked start time and remains valid for the duration of the booking.
- 2.4 The access code is personal and may not be shared with third parties. Exceptions apply only to co-players belonging to the same booking (maximum three persons per bay) and a maximum of two non-playing accompanying persons per bay.
- 2.5 Granting access to spontaneous visitors or unauthorised third parties is strictly prohibited. Any person who grants unauthorised access is fully liable for all resulting damages.
- 2.6 The person making the booking is responsible and jointly liable for the behaviour of all coplayers and accompanying persons.
- 2.7 Golfflix reserves the right to exercise its house rights. Staff or management may refuse access or request individuals to leave the premises if required to ensure safety, order or fairness.
- 2.8 Golfflix may temporarily restrict or suspend access to the facility due to maintenance work, technical issues, special events or member-only times. Such restrictions do not entitle users to compensation or refunds.
- 2.9 The opening hours and usage conditions published on the website apply.

### 3. Booking & Cancellation

- 3.1 Bookings are made exclusively via the TrackMan app or the Golfflix website (YGB / TrackMan Booking & Payments). Bookings are considered binding only upon receipt of the booking confirmation.
- 3.2 Bookings are personal and non-transferable. Passing a booking to third parties or unauthorised use is prohibited and may result in exclusion from the facility.
- 3.3 Cancellations may be made free of charge up to 24 hours before the booked start time. After this deadline, the full amount is due, even if the booking cannot be attended for personal reasons.
- 3.4 Late arrival reduces the usable playing time; no refunds or credits are granted.



- 3.5 Separate cancellation and payment conditions apply to events, group bookings and special occasions. These will be communicated as part of the individual offer or booking process.
- 3.6 Payments are due at the time of booking. Golfflix reserves the right to cancel bookings if no payment is received.
- 3.7 In the event of technical malfunctions of the booking system or force majeure (e.g., power outages, internet failures, system errors, governmental restrictions), users are not entitled to compensation. Golfflix may, at its discretion, offer rebooking or goodwill credits.
- 3.8 The current prices, booking intervals and payment conditions are published on www.golfflix.ch. Golfflix expressly reserves the right to adjust prices and offers at any time.

### 4. Memberships

- 4.1 Golfflix offers various membership models. The detailed features, services, prices and terms of use of each model are published on www.golfflix.ch and form an integral part of these GTC.
- 4.2 Memberships entitle users to utilise the facility in accordance with the specific terms of the selected membership model. Memberships and any associated benefits are personal and non-transferable.
- 4.3 A membership begins upon payment of the applicable fee and is valid for the agreed duration. Memberships do not renew automatically; renewal is possible by paying the fee again before expiration.
- 4.4 Refunds or partial refunds of membership fees are excluded, particularly in cases of early termination, illness, relocation, unused time credits or closures due to force majeure (e.g., governmental orders, power outages, network failures).
- 4.5 Golfflix may grant goodwill credits or extensions in justified cases without any legal entitlement for the member.
- 4.6 Members must keep their access data, PIN codes and personal information confidential. Misuse may result in immediate termination of the membership without compensation.
- 4.7 Golfflix reserves the right to terminate memberships with immediate effect in the event of repeated violations, inappropriate behaviour or misuse. Refund claims are excluded.
- 4.8 Golfflix may change features, prices or availability of membership models at any time. Existing memberships remain valid until the end of their contractual term.



4.9 Memberships grant access exclusively to the Golfflix facility in Adliswil (ZH).

### 5. Use of the Facility & Behaviour Rules

- 5.1 Users must handle the facility, equipment and all provided materials (including loaner clubs) with due care and must follow all safety, operational and behavioural rules.
- 5.2 Use of the facility is at the user's own risk. Due to the lowered tee platforms, there is an increased risk of tripping and injury; special caution is required when entering or leaving play zones.
- 5.3 Golfflix assumes no liability for injuries or damages resulting from improper use, uncontrolled or unintended swing movements, lack of attention or violations of safety rules. Users are expected to behave responsibly and attentively. Damages caused by misconduct will be charged to the responsible person.
- 5.4 Entry is permitted only with clean shoes and maintained equipment. Golfflix may charge cleaning fees in the event of severe or repeated contamination.
- 5.5 Only unmarked, logo-free, undamaged white golf balls may be used. Notices are posted in each bay.
- 5.6 After each session, users must:
  - fully close all windows or leave them slightly ajar only if safe to do so,
  - shut down the system using the orange "Launch Button",
  - leave all areas and loaner clubs clean and in proper condition.

Users are fully liable for damages caused by negligence (e.g., open windows during storms).

- 5.7 Smoking (including e-cigarettes and vapes) is strictly prohibited.
- 5.8 Bringing personal food or drinks is not permitted. Drinks provided by Golfflix must be paid via TWINT before leaving. Prices and payment instructions are indicated on-site.
- 5.9 Alcohol is sold via self-service. Adults are responsible for ensuring that no alcohol is given to persons under 16 years of age. Golfflix may conduct spot checks.
- 5.10 Users may connect their mobile devices to the bar sound system. Volume must remain moderate to avoid disturbing other guests or neighbours. Golfflix may restrict or disable this function after repeated complaints.

- 5.11 All rooms must be vacated without undue delay, cleanly and in proper condition. Lounge and bar areas are available only for active players and their accompanying persons during and immediately after the booked time. External visitors without a booking are not permitted.
- 5.12 Golfflix expects respectful, fair and considerate behaviour from all users. Violations may lead to immediate exclusion.
- 5.13 Pets are not permitted anywhere within the facility. This rule serves to protect the safety of all guests, maintain hygiene standards and safeguard the facility and its equipment. Exceptions may only be granted in justified cases (e.g., assistance dogs) and require prior written approval from Golfflix.

# 6. Coaching by External Trainers

- 6.1 Golfflix offers coaching sessions and training packages with independent external golf trainers ("Coaches") via the booking system.
- 6.2 Coaches operate in their own name and on their own account. They are not employees, agents or auxiliary persons of Golfflix AG.
- 6.3 Golfflix provides only the infrastructure and administrative processing. The execution and content of lessons are the sole responsibility of the Coach.
- 6.4 Coaches are solely responsible for the quality, accuracy and safety of their lessons. Golfflix assumes no liability.
- 6.5 Coaches are fully subject to these GTC while using the facility, regardless of who made the booking.
- 6.6 Coaches are personally liable for any damages caused by themselves or their clients.
- 6.7 Rescheduling or cancellations must be made through the booking system and follow the cancellation rules of these GTC.
- 6.8 Coaches may not accept direct bookings or make private booking arrangements with clients. Any such agreements are not recognised by Golfflix and do not create any contractual relationship with Golfflix.

## 7. Technical Availability

- 7.1 The Golfflix facility is generally available during the opening hours published on the website. It is operated and monitored within the limits of what is technically reasonable. As the facility is not permanently staffed, any disruptions, technical issues or irregularities must be reported immediately by e-mail or telephone. Golfflix will review reported issues within a reasonable timeframe and where possible resolve them.
- 7.2 Despite regular maintenance, temporary restrictions, technical malfunctions, software errors or network problems may occur. Events outside Golfflix's sphere of influence particularly system or internet outages, server failures, data transmission errors, interruptions or malfunctions caused by third-party providers (e.g., TrackMan, Microsoft Cloud Services, OpenPath, TWINT or comparable systems) do not entitle users to refunds or compensation. Golfflix nevertheless strives to maintain stable operations within the limits of technical feasibility.
- 7.3 In cases of demonstrably significant or prolonged technical disruptions that fully or substantially prevent the use of the entire facility or individual bays, Golfflix may, at its discretion, offer a rebooking, time credit or another goodwill solution. There is no legal entitlement to such measures. Issues that affect only measurement data or software functions do not constitute a usage failure.
- 7.4 Golfflix is entitled to temporarily restrict or suspend the operation of the facility or individual bays in order to carry out maintenance work, system updates or technical inspections, in the event of safety-related incidents, governmental orders or force majeure. In such cases, users are not entitled to refunds or compensation, provided that Golfflix communicates the restriction in a timely manner and where possible offers an appropriate alternative (e.g., rebooking or credit).
- 7.5 Golfflix provides no guarantee for the uninterrupted or error-free operation of the hardware or software systems used (e.g., TrackMan, YGB, internet or cloud services). This also applies to temporary or prolonged data errors, system interruptions or measurement deviations outside Golfflix's sphere of influence. Such deviations (e.g., Club Speed, Carry, Spin Rate, etc.) do not constitute a defect in the legal sense and do not entitle users to refunds or compensation. Golfflix remains in close contact with the respective system providers and makes every effort to ensure that technical issues are resolved as quickly as possible.
- 7.6 Users must operate the facility and software correctly and must not make any alterations, manipulations or interventions. Violations may lead to immediate exclusion from the facility.

### 8. Liability & Insurance

8.1 Use of the Golfflix facility is at the user's own risk. Each user is fully responsible for their own behaviour as well as for ensuring their physical and mental fitness to use the facility.



- 8.2 Golfflix is liable only for damages caused intentionally or by gross negligence. Any further liability in particular for slight negligence, indirect damages or loss of profit is excluded.
- 8.3 Golfflix assumes no liability for injuries resulting from improper use, incorrect swing technique, lack of attention or violations of safety regulations. Users are requested to handle the facility responsibly and with due care.
- 8.4 Damages to the facility, equipment or third parties caused by misconduct, improper use or disregard of the rules will be charged in full to the responsible person.
- 8.5 Insurance covering accidents, illness, property damage or theft is the sole responsibility of the user. Golfflix expressly recommends obtaining appropriate liability or accident insurance.
- 8.6 Golfflix is not liable for the loss, theft or damage of personal belongings, valuables or equipment brought onto the premises.
- 8.7 No claims for compensation, refunds or damages may be made for technical defects, system failures or data losses outside Golfflix's sphere of influence particularly those resulting from third-party software, internet outages or power failures.
- 8.8 In the event of accidents, injuries or other incidents on the premises, Golfflix must be informed immediately so that appropriate measures can be taken. Late reporting may increase the liability of the responsible person or negatively affect insurance coverage.

#### 9. Data Protection & Video Surveillance

- 9.1 Golfflix processes personal data in accordance with the Swiss Data Protection Act (DSG). The collection, processing and storage of data is carried out exclusively for operational, security-related and administrative purposes.
- 9.2 Personal data transmitted in connection with a booking, membership or contact request (e.g., name, e-mail address, telephone number, payment details) is treated confidentially and processed only to the extent necessary for the fulfilment of the contract or for legal obligations.
- 9.3 For safety and evidentiary purposes, Golfflix uses time-limited video surveillance in selected areas of the facility, in particular in access zones, playing areas and service zones.
- 9.4 Video surveillance serves exclusively to protect guests, staff and infrastructure, and to investigate security-related incidents. Recordings are automatically overwritten as soon as they are no longer required for these purposes, generally after a maximum of 7 days.

- 9.5 Surveillance is conducted without audio recording. Access to recordings is restricted to authorised Golfflix AG personnel and is permitted only when justified (e.g., in the event of damage, security incidents or theft). Recordings are disclosed to third parties only when necessary to enforce legal claims or when required by law.
- 9.6 By booking or using the facility, users expressly consent to video surveillance and the processing of their data in accordance with these provisions.
- 9.7 Further information regarding data processing and the rights of data subjects (e.g., access, rectification, deletion) is available in the privacy policy at www.golfflix.ch.

## 10. Image & Audio Rights

- 10.1 Golfflix reserves the right to produce photo, video and audio recordings within the facility for the purpose of presenting, communicating and marketing Golfflix AG.
- 10.2 Such recordings may be produced by Golfflix AG or by service providers commissioned by Golfflix and may be used in all current and future media including, in particular, the website, social media channels, print or online publications, and for internal or external communication purposes.
- 10.3 Recordings are generally taken situationally and as part of normal operations or events. Individuals who do not wish to be recorded or featured may inform Golfflix staff or the person operating the camera. In such cases, Golfflix will ensure that the relevant recordings are not published or where publication has already occurred removed to the extent reasonably possible.
- 10.4 By entering the facility or participating in events, guests and members generally consent to Golfflix AG using recordings in which they are identifiable for the company's own communication and marketing purposes, free of charge.
- 10.5 All rights to recordings created by Golfflix AG or on behalf of Golfflix belong exclusively to Golfflix AG. Any use, distribution or publication of such content by third parties is permitted only with prior written consent from Golfflix AG.

### 11. Violations of Facility Rules

11.1 Golfflix expects all users, members and guests to behave in a respectful, responsible and fair manner towards the facility, staff and other individuals.



- 11.2 Violations of the house rules, these GTC or any other behavioural guidelines may result in warnings, temporary restrictions or exclusion from the facility. Golfflix will determine the type and duration of such measures at its own discretion.
- 11.3 Golfflix places great importance on a respectful and safe environment. In cases of serious or repeated violations (e.g., intentional damage, gross misconduct, disregard of safety rules, unauthorised access or alcohol abuse), Golfflix reserves the right to impose immediate and permanent exclusion from the facility.
- 11.4 In such cases, users have no entitlement to refunds or financial compensation, irrespective of whether the matter concerns a membership, booking or other service.
- 11.5 Golfflix reserves the right to initiate civil or criminal proceedings and claim damages in cases of intentional or grossly negligent conduct resulting in harm to the facility, equipment or third parties.
- 11.6 The house rules are enforced exclusively by Golfflix. Instructions given by staff or management must be followed at all times.

### 12. Amendments & Validity

- 12.1 Golfflix reserves the right to amend, supplement or revise these General Terms and Conditions (GTC) at any time if required for operational, legal or technical reasons.
- 12.2 Any changes will be communicated appropriately, in particular through the publication of the updated version on www.golfflix.ch or within the booking system (YGB / TrackMan Booking & Payments).
- 12.3 The version of the GTC valid at the time of booking is binding. With each new booking, use of the facility or renewal of a membership, users automatically confirm that they have read and accepted the version applicable at that time.
- 12.4 Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid regulation that most closely reflects the original economic intent.

## 13. Applicable Law & Place of Jurisdiction

13.1 All legal relationships between users and Golfflix AG are governed by substantive Swiss law.



- 13.2 The exclusive place of jurisdiction for all disputes arising from or in connection with the use of the Golfflix facility, bookings or memberships is Horgen (ZH), Switzerland, to the extent permitted by law.
- 13.3 The place of performance is the registered office of Golfflix AG in Adliswil (ZH).
- 13.4 In the event of any discrepancies or interpretative differences between different language versions of these GTC, the German version shall prevail.

Golfflix AG · Dietlimoosplatz 1 · CH-8134 Adliswil (ZH) · <u>info@golfflix.ch</u> · <u>www.golfflix.ch</u>

Play. Train. Enjoy.