

TERMS OF USE

Please read all the terms and conditions of this agreement with Forefront Golf Inc. ("Forefront") carefully. By clicking "I agree", by signing a document that refers to this agreement, or by using the ForeOrder application or web portal, you agree to be bound by the terms and conditions of this agreement, even if you have not read them. It is important to read this entire agreement. It contains provisions that may limit your rights, such as the section entitled limitations.

INTELLECTUAL PROPERTY

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The Service includes the use of the ForeOrder software application. Forefront hereby grants to you a non-exclusive, non-transferable license to use that software as part of the Service. You may not use that software for any other purpose. You will not: (a) reproduce, sell, rent, assign, lease, sublicense, distribute, pledge, serve third parties, market or commercially exploit the Service in any way; (b) use the Service for any purpose or function whatsoever other than for your own internal use; (c) reverse engineer, decompile, disassemble or create derivative works from any software that is part of the Service; or (d) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Service.

Unauthorized use beyond that contained in the previous paragraphs may violate copyright, trademark and other laws.

While Forefront uses reasonable efforts to maintain the Service in an up-to-date fashion, it does not warrant the completeness, timeliness or accuracy of any information contained on the Service, and may make changes thereto at any time in its sole discretion without notice. All information contained herein is provided to users "as is", "with all faults," "as available" and at your sole risk.

HOW FOREORDER WORKS

Forefront allows golfers to place food and beverage orders from participating golf courses for delivery to the golfer while on the golf course, or for pickup or consumption by the golfer at a facility on the course.

Golfers must create a ForeOrder ID. When a golfer places an order using the Service it will send that order to the golf course, along with the golfer's name, cellphone number, photo, and location. The golf course will fulfil the order and deliver it to the golfer or make it available at the selected location.

Golfers will either pay the golf course directly, or on some courses the Service will process the payment, which will be provided to the golf course when it confirms the order.

The Service will track the location of the golfer and golf course employee while on the golf course. If the user leaves the application open while off the golf course, the Service may check the user's location from time to time to determine if they are on a golf course.

USER RESPONSIBILITIES

Both golfers and golf courses and their employees are responsible for all activity they conduct while using the Service. Golfers under the legal drinking age are not to use the Service to order alcohol. Forefront provides this ordering service tool, but has no responsibility for the services the golf course provides to golfers. You will not use the site for purposes proscribed by Forefront from time to time, including without limitation: illegal or inappropriate purposes; sending spam; perpetration of security breaches; hacking; privacy breaches; fraudulent activity; distribution of viruses or other harmful code; transmission, distribution or storage of any material protected by copyright, trademark, trade secret or other intellectual property right without proper authorization or rights, or material that is infringing, obscene, defamatory, fraudulent, untruthful, disrespectful, discriminatory, or abusive; any unauthorized access, alteration, theft, corruption or destruction of files, data, transmission facilities or equipment; or to interfere with any other person's use and enjoyment of the Service. If you are posting information on publicly accessible areas of the Service, keep in mind that anyone can see it.

Forefront does not routinely monitor all material placed on the Service, but may in its discretion delete or modify any material offending this agreement that comes to its attention. Forefront is not responsible for and does not endorse anything users post on the Service.

Forefront acquires no ownership interest in anything you post on the Service. You grant to Forefront a license to use and display for the purposes of the site, and any related uses or promotion, anything you post on publicly accessible areas of this site at no cost to Forefront.

GOLF COURSE RESPONSIBILITIES

Golf courses will pay for the Service as agreed between Forefront and the golf course. The Service is merely a tool to facilitate the ordering process. The golf course is responsible for all normal food and beverage responsibilities as if the golfer ordered directly from the golf course. The golf course is responsible for compliance with all applicable alcohol serving laws. If the golf course gets any complaints regarding the Service, or any inquiries or requests for information regarding the Service from government authorities, it will forward them to Forefront immediately.

INFRINGING CONTENT

If you believe that anything posted on the Service offends your copyright or other intellectual property rights, is defamatory, or otherwise infringes your rights, you may email Forefront at the email address at the bottom hereof. We will take actions we believe are appropriate in the circumstances.

LOGON ID'S AND PASSWORDS

Your access to the Service requires a logon ID and password. It is your responsibility to protect that information, including without limitation, to use effective passwords that are not easily guessed or discoverable, and keep logon ID's and passwords confidential. You may not use a logon ID that suggests you are someone you are not. You are responsible for any activity that occurs under your logon ID. You will advise Forefront immediately if you discover any compromise of your passwords or suspect unauthorized use of the site using your identity.

You must be 13 years and older or have permission from a legal guardian to obtain a logon ID.

TERMINATION

Forefront, in its sole discretion and without prior notice, may terminate your use of the Service, for any reason, including, without limitation, (a) if it believes you have violated this agreement, (b) requests by law enforcement or other government agencies, (c) unexpected technical or security issues or problems, (d) in compliance with legal process; or (e) nonpayment. Forefront may, in its sole discretion and at any time, discontinue providing the Service, or any part thereof, with or without notice.

LIMITATIONS

Forefront has no responsibility of any kind for the services, actions, or inactions of golf courses or golfers other than as expressly stated in this agreement. Forefront will use reasonable efforts to keep the Service operational on a continuing basis, but does not warrant that the Service is error free, that it will operate without problems or without interruption.

All promises made by Forefront are contained in this agreement. No promises implied by law (whether described as warranties, conditions, representations, or otherwise, and whether relating to merchantability, fitness, non-infringement, or otherwise) apply.

You cannot collect any damages from Forefront for any reason (whether under legal theories of contract, tort, negligence, strict liability, operation of law or otherwise) that are not direct damages or exceed the amount paid by you to Forefront hereunder for any goods or services that the claim arises from for a 3 month period.

Forefront relies on these limitations when entering this agreement and setting its fees. They are a fundamental and essential part of our arrangement, and apply even if this agreement has failed in its fundamental or essential purpose or been fundamentally breached.

GOVERNING LAW

This site is governed by the laws of the Province of Ontario excluding any conflicts of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action against Forefront shall take place in the courts of the Province of Ontario. The parties hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

GOLF COURSE CONTENT AND LINKS

Any golf course content on this Service, and any third party sites that are linked to this Service are not under Forefront's control. Forefront is not responsible for any golf course content on the Service, or anything on the linked sites, including without limitation any content, links to other sites, any changes to those sites, or any policies those sites may have. Forefront provides golf course content and third-party links as a convenience only and does not imply any endorsement by Forefront of that content or sites.

PRIVACY

Please see our Privacy Policy <http://www.foreorder.com/privacypolicy>

SALE DETAILS

Forefront tries to provide accurate information on the Service, but errors may occur. Forefront and golf courses reserve the right to change the goods and services available through the Service and their prices without any notice or liability. Forefront and the golf courses cannot guarantee goods or services advertised on the Service will be available when ordered or thereafter. Forefront and the golf courses reserve the right at any time to reject, correct, cancel or terminate any order for any reason whatsoever. If you order

goods or services for which the price was incorrectly displayed, Forefront or the golf course will provide you with an opportunity to place an order at the correct price. If you order goods or services that are not available, you will be notified. Forefront and the golf course reserves the right to limit quantities sold. Nothing on the Services is an offer to sell. Your properly completed and delivered order is your offer to purchase the goods or services in your order.

CHANGING THESE TERMS

Forefront may change these terms by posting notice on the Service. These terms were last revised on March 23, 2018.

CONTACT FOREFRONT

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