

Mevo Sales Terms and Conditions

Updated: September 1, 2021

1. Applicability

1.1 These Terms and Conditions of Sale (“T&C”) apply to the online sale of all Products (as defined hereafter) of FlightScope Mevo LLC (“Mevo”) to any customer (the “Customer”), either individually or as a group; referred to as “Parties” or “Party” on the www.flightscopemevo.com website (the “Site”).

1.2. Products purchased from other authorized distributors and resellers and not from the Site may have different terms and conditions of sale.

1.3 All Customer orders imply unconditional acceptance of the T&C and express renunciation of the Customer’s own terms and conditions of purchase.

1.4 Mevo reserves the right to modify the T&C at any time without notice. Any such changes will apply to all new orders. Customer agrees to review and accept the T&C for each order.

1.5. If Mevo does not exercise its rights at a given time, in relation to one of the clauses within the T&C, this shall not be interpreted as a waiver of its right to invoke these same clauses at a later date.

1.6 The Products, prices, selections as well as the terms and conditions presented on the Site may vary for different countries and regions for legal and practical reasons.

2. Products

2.1 Under the terms and conditions that apply when placing the order, Mevo offers its customers (“Customers”):

- (a) Golf Tracking Devices/Launch Monitors with embedded software (“the Equipment”);
- (b) Mevo and FlightScope branded software applications for mobile devices (“Apps”) for use in association with the Equipment;
- (c) Accessories for use with the Equipment
- (d) Subscriptions for third-party software applications for use with the Equipment
- (e) Subscriptions for services on the myflightscope.com website

All of the above (a) to (e) individually and collectively known as the “Product” or “Products”.

2.2. Mevo will apply best efforts to ensure that the correct Product information is provided before the Customer places an order.

3. Customer Personal Information

3.1 Before placing an order for a Product on the Site, Customer must provide certain personal information including first and last name, email address, phone number, and billing and shipping addresses.

3.2 Mevo will use the personal information provided to communicate with Customer regarding sales offers, promotions and orders.

4. Ordering

4.1 By placing an order, Customer agrees to and is bound by these current Sales Terms and Conditions.

4.2 To place an order on the Site, Customer selects the desired Product(s) and clicks "Add to Cart". Customer can make changes and add accessories (or "add-on's") to the items in the virtual shopping cart.

4.3 When Customer is satisfied with the selection in the cart, Customer can click "Start Checkout" and follow the order procedure by providing the required information for processing and delivering the order and selecting the desired shipping option.

4.4. Customer will receive an order summary at the end of the procedure, and must accept the present Sales Terms and Conditions that apply to the order.

4.5. Customer confirms the order by accepting the Terms and Conditions and clicking on the "Confirm Order" button. This confirmation constitutes a signature and express agreement of both the order and these current Terms and Conditions of Sale.

5. Proof of Order and Order Tracking

5.1. Electronic records stored in Mevo's computer systems will be considered as evidence of communications with and orders from Customer. It is expressly agreed that the data stored in Mevo's computer systems has probative value with regards to Customer orders.

5.2. A copy of the records of communications and orders in Mevo's computer systems will be retained on reliable and durable back-up storage.

5.3. Once an order has been confirmed, Mevo sends Customer confirmation by email to the email address provided by Customer.

5.5. When an order is shipped, an email notice including a shipment tracking number will be sent to the email address provided by Customer. Customer can track the shipment via the tracking number.

6. Prices and Payment

6.1. Product prices ("Prices") as stated in the Product descriptions are indicated in the currency most appropriate to the Customer's country or region. Prices include credit card transaction fees. In some states and countries, taxes (such as state tax or value added tax) may apply and are excluded from the price but added separately in the shopping cart. Prices do not include shipping charges which are added separately in the shopping cart.

6.2. Payments are made and accepted in accordance with these Terms and Conditions of Sales. Payment must be made in full before Mevo will ship an order.

6.3. Mevo accepts the following payment methods:

- (a) By credit card, through a secure payment gateway
- (b) Through Paypal®
- (c) USA only: Through Affirm®, an online purchase financing service
- (d) South Africa only: Direct electronic funds transfer (EFT)

6.5 The Customer is responsible for sales tax, transaction fees and other costs associated with the order, unless a valid and correct tax exemption certificate is provided.

6.6. In the absence of payment confirmation, the order shall be deemed cancelled, payment not taken, and Product not supplied.

6.7 The payment methods available do not give Mevo access to the Customer's bank or credit card details. All payments are handled by secure credit card and other electronic payment institutions. Only payment success or failure is reported to Mevo by these secure payment institutions.

7. Availability

7.1. Products are for sale as they appear on the Site. When available, Customer can select "Add to Cart" for instant fulfillment. During times of high demand or for other reasons beyond Mevo's control, some Products may not be available for immediate fulfillment. These may be ordered to be fulfilled at a later date, referred to as "Pre-Orders". Pre-orders are processed on a first-come-first-served basis when new stock is available.

7.2 If Mevo discontinues a product after Customer has placed an order, Mevo will notify Customer and will reimburse Customer for any payments made as soon as possible after the order has been placed.

7.3 Mevo will not be responsible or liable for errors in descriptions, prices, specifications or other errors on the Site or in other information sent by Mevo in connection with Products, and reserves the right to cancel any orders where such errors have a material effect.

8. Cancellation and Refunds

8.1 To cancel an order that has been paid but not yet shipped, Customer must send an email to support@flightscopemevo.com with the words CANCEL ORDER as well as the order reference number in the Subject field of the email. Mevo will refund the order amount minus a non-refundable 3% payment transaction fee and, if applicable, shipping costs paid on behalf of Customer. Refunds will be paid using the same payment method that the customer originally used.

8.2 Customer may also return the Product after shipment and delivery in accordance with the Return Policy below:

- (a) Products qualifying for a refund must be returned within 30 days of delivery.
- (b) Before returning the Product, Customer must contact Mevo Support at support@flightscopemevo.com to obtain a return authorization number.

- (c) Customer is responsible for return shipping cost. For Customers qualifying for returns in the USA, EU, and South Africa, Mevo will provide return shipping labels. An additional fee will be deducted from the refund amount in addition to other deductions (see 8.2 (d) below). This excludes returns of minor items and accessories purchased separately from a Mevo or Mevo+ product.
- (d) The following costs will be deducted from the refund amount: (i) 3% payment transaction fees, (ii) if a return label was provided, 1% for the cost of return shipping, and (iii) any applicable sales tax.
- (e) Customer must return the Product in the same condition as on the date of purchase, undamaged and unused, in its original packaging, including all accessories and printed materials. Mevo reserves the right to charge a 15% restocking fee or refuse to refund a Product that has not been returned in this condition.
- (f) Should a refund request be denied for a valid reason the Product will be returned to Customer as received at Customer's cost.
- (g) Mevo will process refund claims without unreasonable delay. Refunds will not be paid if the returned items have not been received by Mevo. Customer acknowledges and agrees that processing of a refund claim involves the physical return of the Product, the assessment of the returned Product, administrative steps, and banking transactions, which will take some time to complete.

9. Delivery, Transfer of Ownership and Risk

9.1. All products are "Delivered at Place of Unloaded" ("DPU") (Incoterms 2020 - International Chamber of Commerce) being the warehouse address chosen by Mevo to fulfill orders in the country or region from which Customer specifies in the delivery address. Shipment from the said warehouse to Customer's delivery address shall be Customer's expense following the shipping method specified at the time of placing the order. Risk is passed on to the customer when the product is transferred to the freight operator, or courier service, as applicable.

9.2 Ownership of the Product(s) shall remain with Mevo and shall not pass to Customer until full payment has been received by Mevo.

9.3. It is expressly agreed by the Parties that Products are deemed as delivered ("Delivery Date") as the case may be, when:

- (a) The Products have been delivered to Customer's specified Delivery Address
- (b) Software is digitally downloaded and activated by Customer, where applicable.

9.4 Mevo will send a shipment notice to Customer by email.

9.5 Shipping and delivery dates provided on the Site are estimates. Mevo shall not be held responsible for changes or delays in shipping and delivery dates.

9.6. To lodge a complaint regarding compliance of a delivered Product with the order, Customer must contact Mevo by calling 407-412-9400 or support@flightscopemevo.com within ten (10) days after the Customer has received the Product, clearly stating the order number as well as the Product serial number (if applicable). After this, the Customer is deemed to have irrevocably and unconditionally accepted the delivery.

10. Right of Use

10.1. Mevo holds all intellectual property rights for the following Products on sale: Mevo, Mevo+, Mevo Golf App, FS Golf App, and FS Skills App, and all associated creative works. Customer will not acquire and may not infringe on any of these rights.

10.2. Product purchase does not constitute any transfer or restriction of Mevo's intellectual property rights and/or know-how, whether before or after an order is placed.

10.3 Trugolf® holds all intellectual property rights for the E6-branded golf simulation software offered on the Site. Customer will not acquire and may not infringe on any of these rights.

10.4 The Golf Club holds all intellectual property rights for the TGC-branded golf simulation software offered on the Site. Customer will not acquire and may not infringe on any of these rights.

10.5. Subject to agreement with these Terms and Conditions and payment in full by the Customer, Mevo grants the Customer:

(a) a transferable, non-exclusive right of use for all Mevo Software for which licenses were subscribed to in perpetuity. The Customer accepts this right of use.

(b) a transferable, non-exclusive standard warranty, whose start date and duration is determined by the original purchase terms and date.

(c) a non-transferable, non-exclusive right of use of Trugolf E6 simulator golf simulator Software bundled with new Mevo+ sales. The rights to the Trugolf E6 software are limited to the original Customer who purchased the Products, and cannot be transferred when the Product is sold, donated, or otherwise transferred to a third party. Customer accepts this right and restriction of use.

10.6. In case the Customer sells, donates, or otherwise transfers ownership of the Product to a third party, Customer shall inform said third party that

(i) the Product must be registered in the name of the new buyer;

(ii) that the Trugolf E6 simulator software bundled with the original purchase is not transferable, and

(iii) the new buyer may purchase a new subscription for the Trugolf E6 software bundle or other software at subscription prices that apply at that time.

10.7. Without express and written authorisation from Mevo, Customer is not permitted to (i) reproduce, represent, modify, translate or adapt, in any form or format, or use the Software and related documentation in any manner and/or (ii) reverse engineer the Products (with the exception of legal requirements to the contrary).

11. Indemnity

11.1 Customer indemnifies and holds Mevo and its officers, members, directors, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors and assigns harmless from and against any and all damages, liabilities, costs, expenses, claims and/or judgments, including but not limited to attorneys' fees, expenses and loss of income which It may be incurred in connection with the purchase, ownership or operation of any Product.

12. Limited Warranty

12.1. Unless different statutory warranty periods apply in Customer's country,

- a. Mevo sensors are guaranteed to be free of workmanship and material defects for a period of twelve (12) months.
- b. Third-party equipment, software and accessories are covered by the warranties provided by the original manufacturers of these items.
- c. Repairs to Products are guaranteed to be free of workmanship and material defects for a period of three (3) months from the repair date.

12.2 The warranty is valid and binding on Mevo only if:

- a. Customer has paid for the Product or service in full.
- b. Customer has installed, operated and maintained the Product according to its manuals, instructions and labels.
- c. Customer contacts Mevo Support at 407-412-9400 or support@flightscopemevo.com for assistance in diagnosing and resolving the problem as soon as a malfunction is discovered.

12.3 Mevo's reasonable decision as to whether a repair, replacement or service is covered by this warranty shall be final and binding.

12.4 Exclusions: Warranty DOES NOT cover:

- a. Damage or malfunctions, and expenses incurred in the process of diagnosing and/or repairing damage or malfunctions resulting from
 - i. User error
 - ii. Misuse, abuse, or negligence
 - iii. Inadequate or improper maintenance
- b. Normal wear and tear
- c. Service or modifications by other than Mevo's authorized repair centers
- d. Use of the Product in a manner that is inconsistent with its manual or labeling
- e. Acts of nature (including, without limitation, floods, fire, earthquake, or acts of war or civil emergency)
- f. Nonconforming utilities (including, without limitation, electrical power supplies) including damage caused by lightning, power surges, brown-outs, and wrong voltage use.
- g. Performance and life of rechargeable batteries.

12.5. In the event of a warranty claim, Customer should contact support@flightscopemevo.com. Mevo will inform the Customer of the correct additional steps to follow.

12.6 Customer shall give Mevo Support reasonable opportunity and time to diagnose the problem and attempt a remedy before considering returning the Product to Mevo. If Mevo Support is unable to remotely resolve or remedy the reported issue, Customer will be provided with a return authorization number. Products must not be returned without return authorization from Mevo Support.

12.7 Products authorized to be returned must be accompanied by all accessories supplied at the time of purchase, and preferably in the original packaging.

12.8 Authorized returns shall be shipped to Mevo at Customer's expense and risk.

12.9 Mevo will, at its sole discretion, repair or replace the Products as quickly as possible and return said Products to the Customer at Mevo's expense.

12.10 If a Product is returned and does not meet the terms of the warranty, Mevo will provide the Customer with a quotation for the work and materials required to repair the product in question, and return shipping costs. Upon Customer's acceptance of the quotation, Mevo will perform repairs to the Product. Repaired Products will be released and shipped after receipt of full payment of the repair invoice amount.

12.11 In the event of a fault with a Product after expiry of the warranty period Customer may contact Mevo Support for repair services.

12.12 Customer may subscribe to additional services such as a Mevo Protection Plan (if available in Customer's country or region).

12.13 Third Party Software. Mevo provides no warranty that third party software provided as accessories to or in addition to the Products will be fit for purpose or error free. In all cases third-party software manufacturer's warranty and terms shall apply.

12.13 Mevo warrants that the Products do not infringe the intellectual property rights of any third parties. In the event of a claim by a third-party for infringement of intellectual property rights by a Product, the Customer will (a) inform Mevo as quickly as possible, (b) accept that Mevo may, as it wishes and at its own expense, either (i) replace or change all or part of the Products, on the condition that the Customer has respected all the Customer commitments and that legal action was taken before a competent court and that Mevo is able to offer a defence as it has the full right to do, and with full Customer collaboration and support; or (ii) gain user rights for the Customer under the same conditions, for a solution offering essentially the same functionality and performance; or (iii) make a unilateral decision to end the right which had been granted and reimburse the Customer the Price excluding tax paid by the Customer for the Product in question if the said third-party claim is made within two (2) years following the Delivery Date.

12.14 The above defines Mevo's full obligations in terms of Product warranty.

13. Protection Plan

13.1. Customer may purchase a Mevo Protection Plan ("MPP") subscription, available on certain Mevo Products in certain countries as described in the MPP Terms and Conditions.

13.3 An MPP subscription can be purchased for one or successive 12 month periods, up to a maximum of 48 months after the original purchase date.

13.4 MPP provides additional coverage beyond the standard limited warranty against defects or malfunctions of the product(s) during use. MPP Includes free repairs and discounted replacement purchase options (limited to one (1) replacement per 12-month cycle).

13.5 MPP excludes damage or failure caused by user negligence, improper use or care and other specified exclusions.

14. Responsibility

14.1 In the event that an order is not processed, or an order processing error occurs by Mevo or a subcontractor, Mevo will be indemnified against any damages or losses. Mevo will not be liable for

any indirect and/or immaterial damage (such as operational loss, customer loss, lost opportunities, data loss, etc.). This is expressly accepted by Customer.

14.2 Customer shall use the Products only as contemplated in the User manual(s) and related documentation and in appropriate environments for use of the Products.

14.3. In all cases, it has been expressly agreed between the parties that the total amount of damages, damages and expenses of any kind paid by Mevo in favor of the Customer as a result of a court decision, and including all lawsuits, will not exceed the value equal to the price excluding the tax received by Mevo for the product in question.

14.4. Mevo may subcontract any or all order processing to a third party at its sole discretion. Mevo will be responsible for the tasks assigned to such subcontractors.

15. Force Majeure

15.1. In the event of force majeure, the obligations of Mevo and/or Customer, will be suspended during force majeure and will be re-applied once the latter is declared to have expired.

15.2. Failure to carry out the order due to force majeure shall not entail any right of recourse. In the event that any such event prevents Mevo from fulfilling its obligations, Mevo will inform the Customer as soon as possible.

15.3. Mevo and/or the Customer will be able to cancel the order, upon notification, if the force majeure continues for more than sixty (60) days after its initial occurrence. Neither party is entitled to claim damages or compensation.

15.4. In the event of force majeure, the parties agree to meet as soon as possible in order to agree in good faith on the terms and conditions for canceling the order.

16. Personal Data Protection and Privacy

16.1. Certain Personal Information, as defined by privacy and personal data protection laws of various countries and states, is collected to process Customer's order and to provide related sales and technical support to Customer.

16.2 Mevo treats personal data in accordance with the relevant personal data protection laws. Mevo's Privacy Policy can be found at this link <https://flightscopemevo.com/privacy-policy/>. This policy defines what data is collected, how and why it is collected, how it is safeguarded, and how Customer can interact with Mevo in relation to his personal data.

17. Termination

Mevo may in its sole discretion at any time prior to Delivery cancel any order(s) by written notice to the Customer. Upon cancellation, Mevo will refund the customer the relevant price of the order of part of the order, as applicable. Without prejudice to the provisions of the other terms and conditions, all orders will be canceled after thirty (30) days in the event that the customer fails to pay any amount due.

18. Applicable Law

18.1. The present Sales Terms and Conditions are subject to the laws of the state of Florida, USA.

18.2 Customer and Mevo agree to specifically exclude the application of the provisions of the United Nations Convention on the International Sales of Goods, dated April 11, 1980.