



# THEGOLFBIKE

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## TERMS & CONDITIONS

### Terms Governing Access and Use of our website

[www.thegolfbike.com](http://www.thegolfbike.com) ("we", "us") website (our "Site") and related services are accessible to you in accordance with our Privacy Policy; pursuant to the following Terms of Use should you decide to become a customer. We may modify our terms from time to time, and your continued use of this Site after such change shall signify your agreement to be bound by the modified terms of Website Access and Use.

If you are under 18, you must let your parent or guardian know about our Privacy Policy before you register to use this Site. We cannot however accept any Orders or Requests for Sale from you if you are under the age of 18. Please read these terms and check back often. If you disagree with any change to these Terms, you must immediately stop using the Site and exit.

### YOUR ACCESS TO AND USE OF THIS SITE

You acknowledge that we make no warranty beyond what is set out in our Warranty Policy included on this web site. We make no warranty that this Site will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects in the Site or its contents will be corrected, or that this Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, legality or reliability of the materials.

We cannot be responsible or liable to you for any loss of Content or material uploaded or transmitted through this Site nor can we be held liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Our Site contains links that are not operated by us to other websites (the "Linked Sites"). We have no control over the Linked Sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site. We reserve the right in our absolute discretion to suspend access to this Site, or any part of this Site at any time without notice or reason.

You use this Site at your sole risk. You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on this Site. You must not misuse this Website. You agree not to commit or encourage a criminal offence nor to transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way defamatory offensive or obscene nor to hack into any aspect of the Service or corrupt data nor to cause annoyance to other users.



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You also agree not to infringe the proprietary rights of any other person, nor to send any unsolicited advertising or promotional material (commonly referred to as "spam") nor to compromise the performance or functionality of any computer facilities of or accessed through this Website.

If we determine that you have engaged in prohibited activities, were not respectful of other users, or have otherwise violated these terms, we may, again in our sole discretion, deny you access to this Site on a temporary or permanent basis. We may report any such breach to the relevant law enforcement authorities and if that happens we shall be obliged to disclose to them your identity or if not yourself the identity of the person whose computer you are using to access our Site.

## **REGISTRATION**

To use some of the services or features made available to you on this Site, (and in particular to place an Order you will need to register. We may change registration requirements from time to time and reserve the right to decline registration. When you register, you are required to and (by clicking to proceed) you warrant that you will only provide information about yourself that is true, accurate, current and complete in all respects, and provide your real name, phone number, e-mail address and other requested information as indicated. Should any of your registration information change, please notify us immediately at the following e-mail address [customerservice@thegolfbike.com](mailto:customerservice@thegolfbike.com). You should view our Privacy Policy.

## **INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT**

The intellectual property right in all software and content made available to you on or through this Website remains our property, and in the case of the rights of any third parties uploaded on our site those are strictly reserved.

You also agree that you will not use any such content in connection with any business or commercial enterprise. You shall not modify, translate, reverse engineer, decompile, disassemble or create derivative works based on any software or accompanying documentation or files supplied by us.

Any other trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are licensed to, endorsed by or connected with us. No image of any person who is wearing an item implies any endorsement of the item by that person other than to record the fact that the item was used by that person. Any unauthorized reproduction or redistribution of the above listed content is prohibited and may expose you to civil and criminal sanction.



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## CONTENT

We use all reasonable endeavors to ensure that the Content we originate on this site in whatever form it is accessible is accurate and complete at the time of uploading. However the Content posted on the Web Site is provided to you "As Is" and we cannot warrant Content, software text, downloads graphics, and links, or any results to be obtained from using the Site. We reserve the right to withdraw, temporarily or permanently, any Content from this Site at any time and for any reason and without notice.

You acknowledge that we shall not be liable to you or any third party for any such withdrawal. We exclude all liability in respect of the use by you of this Website other than as specifically provided in our Terms of Sale.

## HOW DO I MAKE A PURCHASE?

Shopping at; [www.thegolfbike.com](http://www.thegolfbike.com) is easy:

If you are looking for a **Standard Golf Bike**, use the Standard Order Form posted on the site. You can also shop for standard accessories by viewing the accessories page. Once you have found an item, click on the ADD TO Golf Bike Order. Review the items in your shopping bag by clicking VIEW Golf Bike Order link at the top of the page. You can use the 'REMOVE ITEM' button to delete items from your shopping bag. Click on 'PROCEED TO PURCHASE' to complete your order.

If you are seeking a custom built Golf Bike, proceed to the Custom Bike Order Quotation Form, where you will be asking for all the options that you would desire. Custom Bikes are fully domestically built for each order, so this one time order will be quoted back to you within 1 day, stating cost, and time of delivery, once the final specification is agreed to.

## Shipping methods and costs

We currently deliver to North America and will be opening distribution throughout the world, so there will be future options to meet all the needs.

## ORDERING OUR GOODS

If you have not already registered, you can do so while proceeding through the checkout process. Order cut-off times are provided as guidelines only, and do not take into account possible delays caused by payment authorization. We offer Goods for sales that are in stock. All prices and offers remain valid as advertised from time to time. The US \$00 price shown for any item displayed on the website and quoted in the Shopping Bag at the time the Order is submitted will be honored.



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As the point of sale is Florida prices shown on the Site are in \$00 US. Delivery and any taxes that are due will be included in our pricing to the 48 contiguous United States. For delivery elsewhere our order desk will work out the details and inform you of the appropriate charges.

When ordering Goods, you will have to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the Billing information provided. All our Goods are sold subject to our Terms of Sale.

You can also register to receive notification of arrival of any particular Goods not then in stock. Requested items received into stock may be pre-allocated to Customers on a Waiting List or Customers ordering through the Site for immediate delivery. If you have registered specifically for notification of the arrival of a specific product featured on our website, we will try to notify you by email within 48 hours of the product becoming available on the site. Please note that on occasion certain products that are in particularly high demand may sell out during this period.

## **PROCESSING YOUR ORDER**

Once you have made your choice and your Order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your Order. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any Goods from the Site before you have paid for it in full.

When you complete your Order by authorizing payment for the total sums shown due in the Shopping Cart you necessarily authorize us to process a charge or charges on your credit/debit card in the amount of the total sums payable for the Goods which you order.

## **DISCOUNTS**

Discounts may in our complete discretion from time to time be offered to frequent Customer account holders; such discounts may only be applied to purchases made through the account in respect of which the discount code is offered and registered. Discount privileges will be subject to annual review. Discount privileges may be withdrawn at any time in relation to any Order which has not been acknowledged



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## **INSURANCE**

The costs of delivery include basic insurance cover for each purchase during the time it is in transit until it is delivered to you if you require special insurance services please contact us at [customerservice@thegolfbike.com](mailto:customerservice@thegolfbike.com) You will be asked to sign for any goods delivered at which point responsibility for your purchased goods passes to you.

## **PAYMENT**

Credit and Debit Card Payment - We accept Visa, MasterCard, American Express, credit and debit cards

## **PROCESSING PAYMENTS and Website Security**

We take all reasonable care consistent with current technology to make our Site as secure as we can make it. We use industry standard technology to encrypt and protect data you send to us over the internet.

When the encryption is activated a padlock appears at the top of your browser and you can click on this to find out information about the SSL digital certificate registration. If you look at the location (URL) field at the top of the browser when accessing this Site you should see it begin with 'https:' instead of the normal 'http:' indicating that the contact is in secure mode. We are registered with Verisign as an authentic site. All credit card transactions on this site are processed using PAYPAL secure online payment gateway that encrypts your card details in a secure host environment.

We shall take all reasonable care to keep the details of your order and payment secure, but you recognize and accept that the World Wide Web is not a secure environment and its use carries the risk of unauthorized access to information transmitted or processed by those means. In the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorized access to any data you provide when accessing or ordering from the Site.

## **TRACKING YOUR ORDER AND DELIVERY**

You can check the current status of your shipment by signing into your account and selecting ORDER STATUS. Simply type in your unique tracking number which we have emailed to you, and we will track your shipment for you. We will retain a record of your transactions for a minimum of one year. All deliveries require a signature upon receipt. If you are not available at the time you have arranged with the courier you may be exposed to additional delivery costs. We are unable to redirect orders once items have been dispatched.



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### **Customs Dues and Import Duties**

Recipients outside the United States would be responsible for any customs dues and/ or import duties (if any). The Golf Bike could not be held liable for any import duties payable on orders, which have already been shipped. We recommend that all customers make themselves aware of such local charges before placing an order.

### **OUR RESPONSIBILITIES FOR USING THIS WEBSITE**

You agree that, save as otherwise provided in the event of a purchase made by you using this site or as expressly provided in our Sales Terms, and except for fraudulent misrepresentation or personal injury arising from our negligence, we will not be liable in contract, tort or otherwise at law for any loss, whether economic loss (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special or indirect or consequential losses in any case whether or not such losses were incurred by that party arising out of or in connection with the provisions of any matter in connection with your access and or use of this Site.

You also agree fully to defend indemnify and hold harmless our company and its officers employees and agents immediately on demand from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising (a) from your abuse of this Site or failure to observe these rules, or the abusive use or failure to comply with these rules by any other persons accessing this Site using your Internet account or computer. 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.