

Terms and Conditions

Last Updated: March 10, 2026

Governing Law: The Netherlands

Please read these Terms and Conditions carefully before using GolfScore, our live amateur golf tournament scoring platform (the “Service”). By accessing or using the Service, you agree to be bound by these terms.

1. Definitions

“GolfScore” means the live amateur golf tournament scoring platform operated by us, accessible via web and mobile applications, including all associated features, tools, and content provided through the platform.

“Service” means GolfScore and any related services, APIs, or integrations we make available to you.

“You” or “User” means the individual or organisation accessing or using the Service.

“We”, “Us”, or “Our” means the company operating GolfScore.

“Tournament Data” means scores, player registrations, leaderboards, and other data entered into GolfScore by you or your users.

“Personal Data” has the meaning given to it under the General Data Protection Regulation (GDPR).

2. Acceptance of Terms

By creating an account or using GolfScore, you confirm that you are at least 18 years of age and have the legal authority to enter into this agreement. If you are using the Service on behalf of an organisation, you represent that you have authority to bind that organisation to these terms.

3. Description of Service

GolfScore is a cloud-based platform for organising, managing, and broadcasting live scoring for amateur golf tournaments. Features may include score entry, leaderboard displays, player registration, and results reporting. The Service is provided on a subscription basis and features may change over time.

4. User Accounts

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You must provide accurate information when registering and keep it up to date. Notify us immediately of any unauthorised use of your account.

5. Acceptable Use

You agree to use GolfScore only for lawful purposes and in accordance with these terms. You must not: (a) enter false or misleading scoring data; (b) attempt to manipulate tournament results fraudulently; (c) interfere with or disrupt the Service or servers; (d) reverse engineer or attempt to extract source code from the Service; or (e) use the Service in any way that violates applicable

laws or regulations.

6. Subscription and Payment

Access to certain features of GolfScore requires a paid subscription. Fees are charged in advance on a round-by-round or annual basis as selected at purchase. All fees are non-refundable except where required by law. We reserve the right to change pricing with 30 days' written notice.

7. Data, Privacy and GDPR

7.1 Privacy Policy. We collect and process personal data in accordance with our Privacy Policy, available at golfscore.it, which is incorporated into these terms by reference. By using GolfScore, you consent to such processing. You retain ownership of your Tournament Data.

7.2 Data Processing Agreement. Where you use GolfScore to process Personal Data of individuals on your behalf (e.g. tournament participants), you act as the data controller and we act as the data processor under GDPR. In such cases, a Data Processing Agreement (DPA) — as required by Article 28 GDPR — must be entered into between us before such processing begins. Our standard DPA is available on request and forms a binding schedule to these terms upon execution.

7.3 Data Portability. In accordance with the EU Data Act, you have the right to export your Tournament Data in a machine-readable format at any time via GolfScore. We will not impose technical or contractual barriers to switching to another provider.

7.4 Security. We implement reasonable technical and organisational measures to protect Personal Data, consistent with Article 32 GDPR. We cannot, however, guarantee absolute security.

7.5 Aggregated Data. We may use aggregated, anonymised data — from which no individual can be identified — to improve GolfScore.

8. Accuracy of Scores

GolfScore provides tools to assist with score recording and reporting, but we are not responsible for the accuracy of scores entered by your users. Tournament organisers are solely responsible for verifying and validating scores, resolving disputes, and ensuring compliance with applicable golf rules and regulations.

9. Intellectual Property

GolfScore, including all software, design, and content, is owned by us and protected by intellectual property laws. We grant you a limited, non-exclusive, non-transferable licence to use the Service for its intended purpose. You may not copy, modify, or distribute any part of GolfScore without our written consent.

10. Disclaimers

GolfScore is provided “as is” without warranties of any kind, express or implied, to the maximum extent permitted by applicable law. We do not warrant that the Service will be uninterrupted or error-free. We disclaim all implied warranties of merchantability and fitness for a particular purpose, except where such exclusions are prohibited by mandatory law, including Dutch law and applicable EU regulations.

Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, fraud, or any other liability that cannot be excluded under applicable law.

11. Limitation of Liability

To the maximum extent permitted by applicable Dutch and EU law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or data, arising from your use of GolfScore.

Our total aggregate liability to you for any claims arising out of or relating to these terms shall not exceed the amount you paid us in the 12 months preceding the claim.

Notwithstanding the above, nothing in these terms limits or excludes our liability for: (a) damages caused by our gross negligence (grove nalatigheid) or wilful misconduct (opzet); (b) breach of any obligation that is essential to the purpose of these terms; or (c) any liability that cannot lawfully be excluded or limited under Dutch law or GDPR.

12. Indemnification

You agree to indemnify and hold us harmless from any claims, losses, damages, and expenses (including reasonable legal fees) arising from your use of GolfScore, your violation of these terms, or your violation of any third-party rights. This indemnification does not apply to the extent that a claim arises from our own negligence or wilful misconduct.

13. Termination and Data Retention

Either party may terminate this agreement at any time with written notice. We may suspend or terminate your access with immediate effect if you materially breach these terms.

Upon termination, your right to use GolfScore ceases. We will retain your account data for 30 days following termination, during which you may export it in a machine-readable format. After this period, we will securely delete your Personal Data, subject to any retention obligations imposed by applicable law (such as tax, accounting, or legal hold requirements).

You may terminate your account at any time through the GolfScore settings. Termination does not entitle you to a refund of any prepaid fees, except where required by law.

14. Changes to Terms

We may update these terms from time to time to reflect changes in law, our services, or our business practices. We will notify you of material changes by email or through GolfScore at least 30 days before the changes take effect.

If you do not accept the updated terms, you may terminate your account before the effective date without penalty. Continued use of GolfScore after the effective date constitutes acceptance of the updated terms.

15. Governing Law and Dispute Resolution

These terms are governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law provisions.

Any disputes arising out of or in connection with these terms shall first be submitted to mediation. If mediation is unsuccessful within 60 days, disputes shall be resolved exclusively by the competent courts of the Netherlands. Nothing in this clause prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

16. Data Processing Agreement (Schedule A)

This schedule sets out the terms under which we process Personal Data on your behalf as data processor, as required by Article 28 of the GDPR.

Subject matter and duration: Processing of Personal Data related to tournament participants and users for the duration of the Service agreement.

Nature and purpose: Collection, storage, retrieval, and display of scoring and registration data for amateur golf tournament management via GolfScore.

Type of personal data: Names, contact details, scores, and other information submitted through GolfScore.

Categories of data subjects: Tournament participants, club members, and organisers.

Processor obligations: We shall: (a) process Personal Data only on your documented instructions; (b) ensure persons authorised to process data are bound by confidentiality; (c) implement appropriate technical and organisational security measures (Article 32 GDPR); (d) not engage sub-processors without your prior written consent; (e) assist you in responding to data subject rights requests; (f) notify you without undue delay (and within 72 hours where feasible) of any Personal Data breach; (g) delete or return all Personal Data upon termination of GolfScore, at your choice; and (h) provide all information necessary to demonstrate compliance with Article 28 GDPR.

Sub-processors: A current list of sub-processors is available on request. We will notify you of any intended changes to sub-processors with at least 14 days' notice, giving you the opportunity to object.

17. Contact

If you have any questions about these Terms and Conditions, GolfScore, or the Data Processing Agreement, please contact us through the support section of the Service or at the contact information provided on our website.