

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.swingfitai.com** (the "Site"). This Site is owned and operated by SwingFit Inc.. This Site is a corporate website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of SwingFit Inc. and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Limitation of Liability

SwingFit Inc. and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless SwingFit Inc. and

our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of South Carolina.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and SwingFit Inc. are unable to resolve any dispute through informal discussion, then you and SwingFit Inc. agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and SwingFit Inc.. The costs of any mediation will be paid by the unsuccessful party.

Notwithstanding any other provision in these Terms and Conditions, you and SwingFit Inc. agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(844) 842-4653

info@swingfitclubs.com

6 Office Way, Suite 915, Hilton Head Island, SC 29928

You can also contact us through the feedback form available on our Site.

Effective Date: 18th day of January, 2024