

Terms of Service

Effective date: [DATE TO BE FILLED IN ON PUBLICATION] **Last updated:** [DATE TO BE FILLED IN ON PUBLICATION]

Welcome to Bad Golf. These Terms of Service ("Terms") are a contract between you and Bad Golf LLC ("Bad Golf," "we," "us," or "our"), and they govern your use of the Bad Golf mobile application and web app (collectively, the "Service"). By using the Service, you agree to these Terms. If you don't agree, don't use the Service.

We've written these Terms in plain language. Some sections are legally important and use formal language where required.

1. What Bad Golf is (and isn't)

Bad Golf is a **golf betting calculator and round tracker**. It helps you:

- Track scores during a round of golf
- Calculate the results of common betting games (Skins, Nassau, Match Play, Vegas, etc.)
- Figure out who owes who at the end of a round
- Save round history and view stats

Bad Golf is NOT:

- A payment processor. The app does not transfer money, hold funds, or facilitate financial transactions. All settlements between players happen outside the app — in person, via Venmo, cash, or whatever method you choose.
- A gambling platform. You and your playing partners agree on wagers among yourselves. We provide the math.
- A financial advisor. The numbers are calculations based on the inputs you provide. Verify them before paying anyone.
- An authoritative source on golf rules. Use USGA or R&A rules for actual rulings.

2. Eligibility

You must be at least 18 years old (or the age of majority in your jurisdiction) to use Bad Golf. By using the Service, you represent that you meet this requirement.

If betting on golf with money is restricted or illegal where you live, do not use the betting-game features for real-money wagers. Bad Golf can be used purely as a score tracker without any money involved.

3. Your responsibility for the bet

You are responsible for the bets you agree to with your playing partners.

Bad Golf provides calculation tools — it doesn't enforce who owes who, ensure anyone gets paid, or referee disputes. If a friend won't pay up, that's between you and them. We can't help.

Specifically:

- **Disputes:** if you and a playing partner disagree about a score, calculation, or settlement, that's between the two of you. The numbers in the app are based entirely on inputs you provided.
- **Errors:** if the app's math is wrong, or you enter the wrong scores, or the game rules don't match what you actually played, the resulting calculations may be incorrect. Always sanity-check before settling.
- **Local laws:** you are responsible for knowing whether your wagering activity is legal where you are.

4. Acceptable use

When using Bad Golf, agree not to:

- Use the Service to enable illegal gambling, money laundering, or any activity that violates applicable law
- Reverse engineer, decompile, or attempt to access the app's source code beyond what's publicly available
- Use the Service to harass, defame, or harm others
- Attempt to disrupt the Service, our backend infrastructure, or other users' rounds
- Spam, abuse, or pollute the shared course library with false entries
- Submit content that infringes someone else's intellectual property or privacy

We may suspend or remove access to shared features if we determine you've violated these rules.

5. Round codes and shared data

The app uses round codes (e.g., "EAGLE42") to sync rounds between phones. Round codes are anonymous and short — anyone with a code can read and modify that round's data. **Share your round code only with people in your group.**

You acknowledge that:

- Player names, scores, and other data you enter into a shared round are visible to everyone who has the round code.
- We are not responsible for unauthorized access if your round code is shared, guessed, or otherwise exposed.
- The shared course library is collaborative. Other users may add or correct course data that becomes visible to everyone using the app.

6. Intellectual property

The Bad Golf app, its design, code, name, logo, and content are owned by Bad Golf LLC and protected by copyright, trademark, and other intellectual property laws. You receive a limited, non-exclusive, non-transferable license to use the app for personal, non-commercial purposes.

You retain ownership of the data you enter (player names, scores, courses, notes). By using shared features, you grant us a license to store and display that data as necessary to operate the Service.

7. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not warrant that:

- The Service will be uninterrupted, error-free, or always available
- Calculations will be free from bugs or rounding errors
- Data will be preserved without loss
- The shared backend will be available at all times
- The Service will meet your specific needs or expectations

You use the Service at your own risk.

8. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, BAD GOLF LLC, ITS OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES — INCLUDING WITHOUT LIMITATION LOSS OF MONEY, LOSS OF FRIENDSHIP, LOSS OF DATA, OR LOSS OF GOODWILL — ARISING FROM OR RELATED TO YOUR USE OF THE SERVICE.

Specifically, we are not liable for:

- Money you owe (or are owed) as a result of using the app's calculations
- Disputes between you and other players
- Calculation errors, whether caused by app bugs or user input
- Lost rounds, lost scores, or any data corruption
- Inability to access the Service
- Anything your playing partners do or fail to do

In jurisdictions that do not allow the exclusion or limitation of incidental or consequential damages, our liability is limited to the maximum extent permitted by law.

Our aggregate liability to you for any claim related to the Service will not exceed twenty US dollars (\$20) — which is more than the Service has ever charged you, because the Service is free.

9. Indemnification

You agree to indemnify and hold harmless Bad Golf LLC, its officers, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorney's fees) arising from:

- Your use of the Service
- Your violation of these Terms
- Your violation of any applicable law
- Disputes between you and other players

10. Termination

You can stop using the Service at any time by closing the app and clearing your data.

We can suspend or terminate your access to the Service at any time, for any reason, with or without notice. We can also discontinue the Service entirely. We will try to give reasonable notice for major changes, but we are not obligated to.

11. Changes to the Terms

We may update these Terms from time to time. Material changes will be reflected by updating the "Last updated" date at the top. Continued use of the Service after a change constitutes acceptance.

If we make a change you don't agree with, stop using the Service.

12. Governing law and disputes

These Terms are governed by the laws of the State of Texas, United States, without regard to its conflict-of-laws principles.

Any dispute arising from these Terms or the Service will be resolved in the state or federal courts located in Rockwall County, Texas. You consent to the jurisdiction of those courts.

You waive any right to bring claims as a class action, collective action, or representative action.

13. Severability

If any provision of these Terms is found unenforceable, the remaining provisions will continue in full force and effect.

14. Entire agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Bad Golf LLC regarding the Service. They supersede any prior agreements.

15. Contact

Questions about these Terms:

Bad Golf LLC Email: support@badgolfapp.com

These Terms of Service are provided as part of the Bad Golf service operated by Bad Golf LLC. They are not a substitute for legal advice. We recommend reviewing with an attorney before publication.