

PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY COMPLETING A PURCHASE OF A KIT FROM FULL SWING GOLF, INC. (“**Full Swing**” or “**we**”), YOU HEREBY AGREE TO BE BOUND BY AND ACCEPT THESE TERMS SET FORTH ON FULL SWING’S WEBSITE (the “**Site**”). THE FOLLOWING TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE; HOWEVER, THE TERMS THAT ARE CURRENT AT THE TIME OF YOUR PURCHASE WILL APPLY TO YOUR TRANSACTION.

U.S. SHIPPING POLICY – U.S.

The following terms constitute Full Swing’s KIT Shipping Policy for customers residing in the U.S.

Shipping Rates

At your selection, packages are shipped within the U.S. by way of either Ground (2-3 days) with a shipping fee of USD \$25.00 or Expedited (overnight, in most cases) with a shipping fee of USD \$50.00. Shipments to Alaska and Hawaii cannot be shipped via Ground transport. Shipping fees are nonrefundable.

Packages that are shipped to Mexico, by way of FedEx Express International Economy, will incur a shipping fee of USD \$31.00 and to Mexico, by way of FedEx International, will incur a shipping fee of USD \$26.00. Packages that are shipped to Canada, by way of FedEx Express International, will incur a shipping fee of USD \$23.00 and to Canada, by way of FedEx Express Priority International, will incur a shipping fee of USD \$26.00.

Unavailable Locations

At this time, orders cannot be shipped to PO Boxes, Army Post Office (APO), Fleet Post Office (FPO), or, except for business-to-business transactions, international addresses.

Shipment Processing Time

Orders placed online by individual consumers and received by Full Swing before 12:00pm PST on a Business Day (Monday thru Friday, excluding holidays recognized by the U.S.) will be shipped on the same date the order is placed. Orders placed by individual consumers online and received after 12:01pm PST on a Business Day will be shipped no later than close of business on the next Business Day.

Bulk business-to-business orders will ship by the close of business on the third Business Day after the order is received.

Please note, the delivery time is subject to the ability of our couriers. Full Swing is not responsible for delayed delivery.

Orders may be delayed from shipment due to discrepancies in billing or shipping information (i.e., missing or invalid apartment number) and/or conditions beyond the control of Full Swing, including, but not limited to, severe weather, fire, flood, accident, act of God, war, embargo, strike, material or supply shortages, transportation delays, epidemic, pandemic, diseases, or quarantine, or measures of any governmental authority, including as relevant to the aforementioned.

Shipping Confirmation & Tracking

Once your device has shipped, you will receive an email at the address provided at the time of your order containing the package's tracking number. Upon delivery of the package at the designated address, the recipient must sign for the package; carrier rules will apply.

RETURN POLICY – U.S.

Full Swing stands by every product we sell, but, if necessary, we are here to make the return process as easy as possible. The following terms and conditions govern returns to Full Swing.

Return Eligibility

If you are not satisfied with your KIT within the first fourteen (14) days from the date of delivery, the KIT may be returned for a full refund or replacement device.

For users with a perpetual license for E6 Connect software used in conjunction with a KIT, if you are not satisfied with the E6 Connect software within the first fourteen (14) days from the date of activation of the perpetual license, the license may be returned for a full refund. This paragraph applies to users with a perpetual license only; all other subscription forms will not be eligible for refund.

If you are not satisfied with your KIT within the first twelve (12) months from the date of delivery, due to a defect, the KIT may be returned for replacement by way of a refurbished device or repair, and Full Swing reserves the right in its sole discretion to either repair or replace the unit.

All returns involving devices originally received outside of the U.S. shall be arranged through your local sales channel.

Returning Your Device

To initiate a return of your device, you must contact Technical Support at Full Swing by telephone at +1 (855) 688-1100 or email at Kit.support@fullswinggolf.com. The Technical Support team will provide you with a prepaid, shipping label and Return Material Authorization (RMA) number to send the device to Full Swing. Returns without a RMA number will not be accepted by Full Swing. The unit shall be returned with all accessories, including AC adapter and cables with travel case, and in the manufacturer's original box.

Return Processing

Upon receipt of a returned device, the unit shall be inspected by Full Swing. If such inspection reveals that any of the warranty exclusions provided hereinafter apply, the warranty shall be voided and a repair fee assessed. If you wish for Full Swing to repair the device after having been advised that the warranty does not apply and you agree to pay the repair fees, fees will be charged to the credit card that was utilized to make the original purchase. For purchases made through Affirm, separate terms and conditions instituted by Affirm will apply; payment options through Affirm can be accessed at <https://www.affirm.com/lenders>.

LIMITED WARRANTY POLICY – U.S.

Full Swing extends the following Limited Warranty for the unit, which applies to your use of the device. This Limited Warranty applies to the defects set forth below that arise during the time period indicated, so long as the original purchaser or gifted recipient of the device remains in possession.

Warranty Period

Full Swing warrants against defects in materials, workmanship, and function of the unit for a period of twelve (12) months (or the minimum legal requirement in your local market) from the date of delivery (the “**Limited Warranty**”). During the warranty period, Full Swing will replace or repair your unit, in its sole discretion.

Warranty Exclusions

This Limited Warranty does not cover the following issues:

- a. Damage or failure due to physical damage caused by drops or strikes, abuse, improper or abnormal use, improper maintenance, neglect, errors and omissions by anyone other than Full Swing, theft, fire, flood, or any act of God of any kind;
- b. Damage due to non-Full Swing repairs or use of non-Full Swing approved accessories, including, but not limited to chargers or cables;
- c. Damage due to unauthorized alterations or modifications;
- d. Damage caused by liquid and/or liquid ingress, which may or may not be due to operating in a wet environment without a rubber Adapter Power Cover in place, or immersion or exposure to other liquids and chemicals;
- e. Damage or failure due to normal wear and tear consistent with regular use, including, but not limited to, worn cables; or
- f. Damage or failure due to power failures, power fluctuations, insufficient and inadequate heating, or electric shocks.

Warranty Process

To be eligible for service under this Limited Warranty, you must contact Technical Support at Full Swing by telephone at +1 (855) 688-1100 or email at Kit.support@fullswinggolf.com. The Technical Support team will provide you with a prepaid, shipping label and Return Material Authorization (RMA) number. No Returns will be received by Full Swing without a RMA. Upon Full Swing's receipt of the device, the unit shall be inspected by Full Swing and repaired or replaced, at Full Swing's sole discretion, with any combination of new, used, or factory refurbished parts.

General Terms

These terms will be governed by the laws of the State of California, without regard to conflicts of laws rules. Any disputes between you and Full Swing related to this purchase shall be determined by arbitration in San Diego County, California.

This Limited Warranty is the exclusive warranty given by Full Swing for this device and supersedes any prior, contrary, or additional representations. All other warranties, express or implied, including any statutory warranty or condition of merchantability or fitness for a particular purpose, are disclaimed, except to the extent prohibited by law. In such event, this Limited Warranty is limited to the duration of the warranty periods set forth above. This exclusion applies even if this Limited Warranty fails of its essential purposes and regardless of whether damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

PRIVACY POLICY

Full Swing's KIT Privacy Policy can be accessed at <https://www.fullswinggolf.com/kit-privacy-policy/>.

BY USING THIS SITE AND/OR COMPLETING YOUR PURCHASE, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THE ABOVE TERMS.