

## **TERMS & CONDITIONS**

Effective Date: November 2, 2025

Last Updated: March 1, 2026

### **1. ACCEPTANCE OF TERMS**

By accessing <https://zonegolfacademy.ca>, <https://futureupathway.com>, or any affiliated websites, or by registering for any of our programs, camps, tournaments, or services, you acknowledge that you have read, understood, and agree to be bound by these Terms & Conditions.

### **2. WHO WE ARE**

Services may be provided by one or more of the following separate legal entities (each an independent entity, collectively referred to as “Affiliates” or “Associated Partners”):

- Zone Golf Academy, a ZGA HOLDINGS INC company (Canada) – Canadian operations
- Golf Tier System LLC (Wyoming, USA) – programs and advisory services
- Zone Golf Pathway LLC (Nevada, USA) – U.S. operations, camps, tournaments, and events

Each entity operates independently under its own legal structure. The specific entity providing your service will be identified during registration or checkout. These entities work together as associated partners to provide coordinated golf training and university placement services, but each remains a separate legal entity with its own terms, policies, and jurisdiction.

### **3. SERVICES OFFERED**

We provide golf training, development, and university placement services including but not limited to:

- Golf academies, training programs, private instruction
- University ID camps and placement consulting
- Tournaments, competitions, and golf events
- Online courses, workshops, and digital products
- Physical products and merchandise
- Cross-promotional events and programs across our affiliated partner entities

### **4. CURRENCY & PRICING DISCLOSURE**

**IMPORTANT:** Prices are displayed in either Canadian Dollars (CAD) or United States Dollars (USD) depending on the service provider and event location.

#### Currency Guidelines:

- Services held in CANADA and provided by Zone Golf Academy will generally be priced in CAD (Canadian Dollars)
- Services held in the UNITED STATES and provided by Golf Tier System LLC or Zone Golf Pathway LLC will generally be priced in USD (United States Dollars)
- The applicable currency (CAD or USD) will be clearly indicated at checkout
- When USD pricing applies, it will be explicitly stated as “USD” or “\$ USD” on the registration/checkout page
- When CAD pricing applies, it will be explicitly stated as “CAD” or “\$ CAD” on the registration/checkout page

#### Cross-Border Transactions:

- If you are a Canadian resident purchasing USD-priced services, your financial institution will convert the amount at their prevailing exchange rate, and additional foreign transaction fees may apply
- If you are a U.S. resident purchasing CAD-priced services, your financial institution will convert the amount at their prevailing exchange rate, and additional foreign transaction fees may apply
- We are not responsible for currency conversion rates or foreign transaction fees charged by your financial institution

#### You acknowledge that:

- You are responsible for reviewing the currency denomination before completing your purchase
- Price differences between CAD and USD are due to exchange rates and operational costs
- All prices are subject to change without notice
- Once payment is processed, currency conversion adjustments cannot be made

## 5. PAYMENTS & REFUNDS

#### Payment Terms:

- Full payment must be completed at the time of registration unless otherwise specified
- We accept major credit cards, debit cards, and other payment methods as indicated at checkout
- Payment is processed securely through our payment processor

#### Refund Policy:

- Refund policies vary by program and will be clearly stated during checkout
- Refund requests must be submitted in writing to the email address provided during registration

- Refunds, if approved, will be processed in the same currency as the original transaction
- Processing time for approved refunds is typically 7-14 business days
- Certain programs, camps, or events may be non-refundable due to limited capacity and advance commitments
- No-shows or failure to attend will not automatically qualify for refunds

## **6. REGISTRATION & CANCELLATION**

Our Rights:

- We reserve the right to cancel or reschedule any program, camp, tournament, or event due to insufficient enrollment, instructor availability, weather, facility issues, or other circumstances beyond our control
- If we cancel a program, you will receive a full refund or credit toward a future program
- We reserve the right to refuse service or registration to anyone for any lawful reason

Your Responsibilities:

- You must provide accurate and complete information during registration
- You are responsible for ensuring you meet any age, skill level, or other eligibility requirements
- Transfers to another participant may be permitted with advance written notice and approval

## **7. COMMUNICATIONS & CONSENT**

By providing your contact information (email, phone number, mailing address), you expressly consent to receive:

- Promotional emails and newsletters about our programs and services
- Text messages (SMS) regarding program updates, reminders, and promotional offers
- Phone calls related to your registration, inquiries, or customer service

Opt-Out Rights:

- You may unsubscribe from promotional emails at any time by clicking the “unsubscribe” link in any email
- You may opt out of text messages by replying “STOP” to any SMS message
- Opting out will not affect transactional communications related to programs you’ve registered for

## **8. ASSUMPTION OF RISK & LIABILITY WAIVER**

Participation in golf activities, camps, tournaments, and training programs involves inherent risks including but not limited to:

- Physical injury from golf activities, equipment, or environmental conditions

- Property damage to personal equipment or belongings
- Exposure to weather conditions and outdoor elements

By registering for our services, you acknowledge and accept these risks and agree to:

- Follow all safety instructions and facility rules
- Use appropriate equipment and attire
- Inform us of any medical conditions that may affect participation

Parental/Guardian Consent:

- For participants under 18 years of age, a parent or legal guardian must complete registration and accept these terms on behalf of the minor
- Parents/guardians assume all risk and liability for minor participants

## **9. LIMITATION OF LIABILITY**

To the fullest extent permitted by law:

- We are not liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of our services or website
- Our total liability for any claim related to our services shall not exceed the amount you paid for the specific service giving rise to the claim
- We are not responsible for injuries, damages, or losses resulting from your participation in programs, camps, tournaments, or events
- We are not liable for theft, loss, or damage to personal property
- We are not responsible for any damages resulting from technical issues, website downtime, or data loss

## **10. INTELLECTUAL PROPERTY**

All content on our websites and in our programs, including but not limited to:

- Text, graphics, logos, images, and videos
- Training materials, curricula, and methodologies
- Software, code, and digital products
- Trademarks and brand names

are owned by the respective entities (Zone Golf Academy, Golf Tier System, LLC, or Zone Golf Pathway LLC) or their licensors, and is protected by copyright, trademark, and other intellectual property laws. Each entity retains independent ownership of its respective intellectual property.

You may not:

- Reproduce, distribute, modify, or create derivative works from our content without prior written consent

- Use our trademarks, logos, or brand names without authorization
- Record, photograph, or share proprietary training content without permission

## **11. PRIVACY & DATA PROTECTION**

We collect and use your personal information in accordance with our Privacy Policy, which is incorporated into these Terms by reference.

By using our services, you consent to:

- Collection of personal information necessary for registration and service delivery
- Use of information for marketing and promotional purposes (subject to opt-out rights)
- Sharing of information between affiliated partner entities for operational and service coordination purposes only
- Storage and processing of data in the United States and Canada

## **12. THIRD-PARTY LINKS & SERVICES**

Our websites may contain links to third-party websites or services (e.g., payment processors, social media platforms).

- We are not responsible for the content, privacy practices, or terms of third-party sites
- Your interactions with third parties are solely between you and them
- We do not endorse or make any representations about third-party sites or services

## **13. DISPUTE RESOLUTION**

Informal Resolution:

- Before initiating any formal dispute resolution, you agree to contact us in writing to attempt to resolve the dispute informally
- We will make good faith efforts to resolve disputes through direct communication

Arbitration Agreement:

- Any dispute, claim, or controversy arising out of or relating to these Terms or our services shall be resolved through binding arbitration rather than in court
- Arbitration will be conducted by a mutually agreed-upon arbitration service
- You waive your right to participate in a class action lawsuit or class-wide arbitration

## **14. GOVERNING LAW & JURISDICTION**

- For services provided in CANADA by Zone Golf Academy: These Terms are governed by the laws of British Columbia, Canada, and disputes will be resolved under Canadian jurisdiction
- For services provided in the UNITED STATES by Golf Tier System LLC: These Terms are governed by the laws of Wyoming, USA

- For services provided in the UNITED STATES by Zone Golf Pathway LLC: These Terms are governed by the laws of Nevada, USA

The applicable governing law will be determined by which entity is providing the specific service you registered for.

#### **15. SEVERABILITY**

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

#### **16. ENTIRE AGREEMENT**

These Terms, together with our Privacy Policy and any program-specific terms provided at registration, constitute the entire agreement between you and us regarding our services.

#### **17. CHANGES TO TERMS**

We reserve the right to update, modify, or replace these Terms at any time at our sole discretion.

- Changes will be effective immediately upon posting to our website(s)
- We will update the “Last Updated” date at the top of these Terms
- For material changes, we may provide additional notice via email
- Continued use of our services after changes constitutes acceptance of the modified Terms
- It is your responsibility to review these Terms periodically

#### **18. CONTACT INFORMATION**

For questions about these Terms or our services, please contact:

Zone Golf Academy (Canada)

- Email: [info@mail.zonegolfacademy.ca](mailto:info@mail.zonegolfacademy.ca)
- Phone: +18337034653
- Address: 130-12011 Riverside Way, Richmond, B.C. V6W 1K6, Canada

Future U Pathway / Golf Tier System (USA)

- Email: [info@mg.golftiersystem.com](mailto:info@mg.golftiersystem.com)
- Website: <https://futureupathway.com>
- Phone: +18449354653
- Address: 30 N Gould St, Ste R, Sheridan, WY 82801, U.S.A.

Zone Golf Pathway LLC (USA)

- Email: [info@mail.golfmadesimple.today](mailto:info@mail.golfmadesimple.today)

- Phone: +18338994653
- Address: 1550 W Horizon Ridge Pkwy, Suite R-246, Henderson, NV 89012, U.S.A.

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BY COMPLETING REGISTRATION OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS & CONDITIONS.

Last Updated: March 1, 2026