

Ryangolf Marketplace Terms and Conditions-

Terms and Conditions applicable to a buyer of Ryangolf Marketplace

These terms and conditions are the contract between you and Ryangolf (“us”, “we”, etc). By visiting or using Our Website, you agree to be bound by them. Our suppliers may also impose additional terms and conditions to which your contract with them will be subject.

Ryangolf Marketplace is a trade name of Ryangolf, registered number 626299 incorporated in Ireland, whose registered office is at Drumcondra, Dublin 9.

Under 18 years? Sorry, but we deal only with people who are legally able to enter into a binding contract. Please ask someone over 18 to buy your Product on your behalf.

If you use our Service, you do so in accordance with these terms. If you are unable to accept these terms, your only remedy is to leave Our Website and stop using the Ryangolf Marketplace App.

1. Definitions

“Ryangolf Marketplace App”	means the mobile phone software application which enables you to select, order and pay for Products using your phone. It includes any “app” or other product, material or thing offered for licence by us on Our Website, including supporting material, in hard or soft copy, and whether or not bought by you. A reference to “Ryangolf Marketplace” shall be a reference to all or part of the Ryangolf Marketplace App.
“Service”	means the service we provide to you via the Ryangolf Marketplace App.
“Content”	means the textual, visual or audio content that is encountered as part of your experience using the Ryangolf Marketplace App or Our Website. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you and all of the content provided by Sellers to inform illustrate and promote sales of the Products.
“Copy or Publish”	with reference to the Ryangolf Marketplace App, means reproducing or publishing in whole or in part, using any means,

in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other software.

“Device”	includes any device, work station, electronic application or electronic receiving device.
“Licence”	means a licence granted by us to you in the terms of this agreement for use of the Ryangolf Marketplace App.
“Our Website”	means any website or service designed for electronic access by mobile or fixed devices which is owned or operated by us. It includes all of the hardware and software installations that enable Our Website to function.
“Post”	means place on or into Our Website any Content or material of any sort by any means.
“Product”	means any product offered for sale on Our Website, through any medium.
“Seller”	means a person or organisation whose Products we offer for sale through the Ryangolf App.
“Software”	means the software which constitutes the Ryangolf App or which provides any electronic function which supports the use of it.

2. Our contract

- 2.1. We do not offer Service in all countries. We may refuse service if you live in a country we do not serve.
- 2.2. In entering into this contract you have not relied on any representation or information from any source except the definition and explanation of the Service given on Our Website.
- 2.3. We are neither a buyer nor seller of Products offered for sale in any form. We are not either a principal or agent in a buying transaction.
- 2.4. Ryangolf Marketplace is a marketplace. We are agents of a Seller only to the extent of use of Our Website as a platform for sale of his Products and for collection and forwarding of your money. We are not responsible to you further than to take your money and pass it to the Seller.
- 2.5. We welcome any comment or complaint about a Seller, which you make through Our Website. We may act upon a complaint in our discretion, for the benefit of the body of our members.

- 2.6. We are not responsible for delivery of any Product you order or for the returns and repayment procedure should you decide to return a Product for any reason.
- 2.7. In any dispute with a Seller, you should deal only with the Seller. We have neither legal obligation nor detailed information about the Product.
- 2.8. We may change this agreement in any way at any time. The version applicable to your contract is the version which is Posted on Our Website at the time you buy a Product.

3. Your account and personal information

- 3.1. When you visit Our Website, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.
- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

4. The buying procedure

- 4.1. Ryangolf is not responsible for the fulfilment of your contract to buy a Product.
- 4.2. Prices listed on Our Website by Sellers are inclusive of any applicable sales tax.
- 4.3. Unless it is clear to the contrary, you may assume that every sale is made by a Seller in the course of his business.
- 4.4. Products may be offered for sale subject to any discount or promotion arranged between Ryangolf Marketplace and the Seller.
- 4.5. If, by mistake, we have under-priced an item, we will not be liable to supply that item to you at the stated price, provided that we notify you before we dispatch it to you.
- 4.6. Subject to discounts and promotions, Products are offered for sale at a fixed price. VAT may be due and will be either included in the price or shown separately. If not shown, it will not be charged.

- 4.7. All Products will be subject to a delivery charge which will be shown at the pay point. The delivery charge will be fixed by the Seller for each item offered for sale. It may be changed at the discretion of the Seller.
- 4.8. Neither we nor the Seller can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.
- 4.9. Any detail given by us in relation to exchange rates is approximate only and may vary from time to time.
- 4.10. For security purposes (yours and ours) we will not permit more than a maximum number of transactions with you in a given period of time.
- 4.11. To make future use of Our Website easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality a page of our payment service provider. For detailed about disclosure of personal information please see our privacy notice.

5. Acceptance

- 5.1. Your order is an offer to buy from the Seller.
- 5.2. Nothing said or done by the Seller is an acceptance of an order until the Seller actually dispatches the Product.
- 5.3. At any time before a Product is despatched, the Seller may decline to supply the Product to you without giving any reason.

6. How we handle your Content

- 6.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018.
- 6.2. If you Post Content to any public area of Our Website it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 6.3. Even if access to your text is behind a user registration it remains effective in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 6.4. You now irrevocably authorise us to publish feedback, comments and ratings about your activity through Our Website, even though it may be defamatory or critical.

- 6.5. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 6.6. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you;
- 6.7. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 6.8. Please notify us of any security breach or unauthorised use of your account.

7. Consumer protection: cancellation and refunds

This and the following paragraph are not contractually part of this agreement. This is a statement of your rights as a consumer under the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 ("the Regulations") and of the procedures with which all our Sellers have been asked to comply. We have no responsibility if they fail to do so. If you have any problem with the Product you have purchased from Our Website please refer to the Seller. Your contract is with them. They have the information and systems to be able to help you.

Please note that following sub paragraphs apply only to a Product delivered to you in a hard medium such as a DVD or data storage device.

- 7.1. Products you buy here are delivered within 14 days from the day you place an order to purchase a Product.
- 7.2. The following rules apply to cancellation of your order:
 - 7.2.1 If you have ordered the Product, but not received it, you may cancel your order without giving a reason, at any time within 14 days of your order. You will have no obligation and your Seller will return your money.
 - 7.2.2 If you have ordered the Product, and received it, you may cancel your order at any time within 14 days of the date you received it. You must tell your Seller that you wish to cancel. You must also send the Product back to him within that same 14 day period.
- 7.3. The Seller will return your money subject to the following conditions:
 - 7.3.1 the Seller receives the Product in a condition in which he can re-sell it at full price.
 - 7.3.2 you comply with the Seller's procedure for returns and refunds. The Seller cannot return your money unless he knows who sent back the product.

- 7.4. The option to cancel your order is not available:
 - 7.4.1 if you purchase sealed goods which relate to health or hygiene, and they become unsealed after delivery, or cannot be re-sold for some other reason;
 - 7.4.2 if they are a hard medium for a product in soft copy, which comes to you sealed and is returned to them unsealed.
 - 7.4.3 If the goods are somehow mixed with other goods so that they cannot identify or easily separate them.
- 7.5. You are responsible for the cost of returning the Product. We or your Seller have no obligation to refund your cost of re-packing and returning the Product.
- 7.6. In any of the above circumstances, the Seller will return your money within 14 days. We are not able to make the refund.

8. Products returned

These provisions apply in the event you return any Product to the Seller for any reason except as a result of your cancellation under the Regulations::

- 8.1. You should examine Product on receipt to check for possible defects and to satisfy yourself that it complies with your order, is of merchantable quality and in safe, clean and usable condition.
- 8.2. The Product must be returned to the Seller as soon as any defect is discovered but not later than 14 days.
- 8.3. Product should be returned in accordance with the procedure set out on the Seller's website or otherwise in his terms and conditions.
- 8.4. So far as possible, a Product should be returned:
 - 8.4.1 with both Product and all packaging as far as possible in their original condition;
 - 8.4.2 securely wrapped;
 - 8.4.3 including the Seller's delivery slip;
 - 8.4.4 at your risk and cost.
- 8.5. In returning a defective Product, please enclose with it a note clearly stating the fault and when it arises or arose.

- 8.6. If the Seller agrees that the Product is defective, he will send a new copy to you or refund the full cost you have paid.

9. Security of your credit card

We take care to make Our Website safe for you to use.

- 9.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers (Stripe + Paypal) who will encrypt your card or bank account details in a secure environment.
- 9.2. If you have asked us to remember your credit card details in readiness for your next purchase or subscription, we will securely store your payment details on our systems. These details will be fully encrypted and only used to process your automatic monthly payments or other transactions which you have initiated.

10. Restrictions on what you may Post to Our Website

We have to regulate your use of Our Website to protect our business and our staff, to protect other users of Our Website and to comply with the law. This paragraph applies so far as we allow you to Post Content.

We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted breaches the law, we shall co-operate fully with the law enforcement authorities in whatever ways we can.

You agree that you will not use or allow anyone else to use Our Website to Post Content or undertake any activity which is or may:

- 10.1. be unlawful, or tend to incite another person to commit a crime;
- 10.2. consist in commercial audio, video or music files;
- 10.3. be obscene, offensive, threatening, violent, malicious or defamatory;
- 10.4. be sexually explicit or pornographic;
- 10.5. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
- 10.6. use a Posting to solicit responses unconnected with the purpose of Our Website or the terms proposed by this agreement;
- 10.7. request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;

- 10.8. be used to sell any goods or services or for any other commercial use not intended by us, for you or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
- 10.9. include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
- 10.10. facilitate the provision of unauthorised copies of another person's copyright work;
- 10.11. link to any of the material specified in this paragraph;
- 10.12. use distribution lists that include people who have not given specific permission to be included in such distribution process;
- 10.13. send age-inappropriate communications or Content to anyone under the age of 18.

11. Your Posting: restricted content

In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 11.1. hyperlinks, other than those specifically authorised by us;
- 11.2. keywords or words repeated, which are irrelevant to the Content Posted.
- 11.3. the name, logo or trademark of any organisation other than yours.
- 11.4. inaccurate, false, or misleading information;

12. Removal of offensive Content

- 12.1. For the avoidance of doubt, this paragraph is addressed to any person who comes on Our Website for any purpose.
- 12.2. We are under no obligation to monitor or record the activity of any user of Our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 12.3. If you are offended by any Content, the following procedure applies:

- 12.3.1 your claim or complaint must be submitted to us in the form available on Our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.
 - 12.3.2 we shall remove the offending Content as soon as we are reasonably able;
 - 12.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 12.3.4 we may re-instate the Content about which you have complained or we may not.
- 12.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 12.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

13. Restrictions on use of Ryangolf App

You agree that you will not:

- 13.1. use the Ryangolf App for any purpose beyond the scope of Licence as is provided in this agreement. These restrictions may relate to limitations on use, territory, duration, or any other choice which defines the Ryangolf App.
- 13.2. reverse engineer, decompile, or disassemble the Software.
- 13.3. sub-license, copy or share the Software or the Ryangolf App.
- 13.4. Copy or Publish the Ryangolf App except as specifically allowed in this agreement.
- 13.5. represent or give the impression that you are the owner or originator of Ryangolf App.
- 13.6. remove any identification or reference number or other information which may be embedded on Ryangolf App.
- 13.7. allow any other person to use the Ryangolf App except in the situation or context for which you have bought it.

14. Copying the Ryangolf App

- 14.1. You may install and use one copy of the Software on a single Device.
- 14.2. The primary user of the Device on which the Software is installed may make a second copy for his or her exclusive use on a portable Device.
- 14.3. You must not install the Software on more than two Devices and you must not use the Software on more than one Device at a time. The Software must not be used simultaneously on your home Device and on your office Device.
- 14.4. You may copy the Ryangolf App once for the purpose of system backup.

15. Interruption to our Service

- 15.1. We give no warranty that our Service will be satisfactory to you.
- 15.2. We will do all we can to maintain access to Our Website, but it may be necessary for us to suspend all or part of our Service for repairs, maintenance or other reason. We may do so without telling you first.
- 15.3. You acknowledge that our Service may also be interrupted for reasons beyond our control.
- 15.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Service.

16. Disclaimers and limitation of liability

- 16.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 16.2. All implied conditions, warranties and terms are excluded from this agreement.
- 16.3. We provide a market place for the supply of Products. We are in no way responsible for:
 - 16.3.1 your locating and ordering a Product;
 - 16.3.2 your choice of a Product;
 - 16.3.3 any aspect of the provision of the Products;
 - 16.3.4 refund payment for any Product;
 - 16.3.5 any complaint about any Product.

- 16.4. Our Website includes Content Posted by Sellers and other third parties. We are not responsible for any such Posting. If you come across any Content which offends against this document, please contact us via the "Contact us" page on Our Website.
- 16.5. You are advised that Content may include technical inaccuracies or typographical errors. We would be grateful if you bring to our immediate attention, any that you find.
- 16.6. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 16.7. We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 16.8. We shall not be liable to you for any loss or expense which is:
 - 16.8.1 indirect or consequential loss; or
 - 16.8.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 16.9. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid the Seller for a Product.
- 16.10. We and the Seller can take any action that may reasonably be required from time to time, to protect his interests and ours in connection with a breach or possible breach of the Regulations.
- 16.11. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

17. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 17.1. any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 17.2. your breach of this agreement;
- 17.3. your failure to comply with any law;

17.4. a contractual claim arising from your use of the Services.

18. Dispute resolution

In this paragraph the term “ADR Provider” means an approved body under the European Union (Alternative Dispute Resolution for Consumer Disputes) Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 18.1. If you are not happy with our services or have any complaint then you must tell us by email message to marketplace@ryangolf.ie
- 18.2. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 18.3. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at: <http://ec.europa.eu/consumers/odr/>.

19. Miscellaneous matters

- 19.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 19.2. The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 19.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 19.4. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.
- 19.5. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 19.6. Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including strikes of its own employees.

- 19.7. In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 19.8. The validity, construction and performance of this agreement shall be governed by the laws of Ireland and you agree that any dispute arising from it shall be litigated only in Ireland.