

TERMS AND CONDITIONS

Golf Car Systems • www.golfcars.com

Effective Date: June 6, 2026

CRITICAL SAFETY & USE NOTICE FOR ALL USERS AND CUSTOMERS:

Please read these Terms and Conditions carefully before using our website or engaging our services. All vehicles rented through Golf Car Systems are strictly NOT STREET-LEGAL and are intended exclusively for off-road, event, or private property use. Golf Car Systems provides on-site mobile repair services and direct retail/rentals; we do not offer commercial fleet operational management services.

1. Acceptance of Terms

Welcome to www.golfcars.com (the "Site"), operated by Golf Car Systems ("Company", "we", "us", or "our"). By accessing, browsing, or using this Site, or by booking rentals, ordering parts, or scheduling on-site mobile maintenance services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions (the "Terms") and our Privacy Policy. If you do not agree to these terms, please discontinue use of this Site immediately.

2. Scope of Services & Business Framework

Golf Car Systems is a family-owned business specializing in golf vehicle sales, customization, parts distribution, custom remanufacturing, standard short/long-term vehicle rentals, and mobile repair services. Users should note the following definitions and parameters of our operations:

- **Mobile & On-Site Repair:** Mechanical service requests placed through this website are performed by dispatching mobile technicians directly to the customer's specified property or site location. It is the customer's responsibility to provide a safe, accessible, and authorized environment for our technicians to perform repairs.
- **No Fleet Management Services:** For the avoidance of doubt, Golf Car Systems operates as a direct-to-customer retail, rental, and localized service provider. We do not provide contracted commercial fleet optimization, fleet management platforms, or automated corporate fleet logistic oversight services.

3. Vehicle Rental Terms & Strict Restrictions

All rental transactions initiated through this Site are subject to physical rental contract execution and the following non-negotiable compliance rules:

3.1 Non-Street-Legal Status

Strict Prohibition: Every golf car, utility vehicle, or personal transportation vehicle provided for rental by Golf Car Systems is engineered and classified as a non-street-legal vehicle. You are strictly prohibited from operating these rental vehicles on public roads, highways, main thoroughfares, or any public right-of-way unless explicitly permitted by local municipal ordinance or dedicated traffic signage for designated golf cart crossings.

3.2 Permitted Use & Operation

Rentals are intended exclusively for private property, closed-course events, golf courses, campgrounds, and structured commercial facilities. The customer assumes full civil, criminal, and financial liability for any violations, citations, vehicle impoundments, or damages resulting from illegal street operation.

3.3 Driver Qualifications

All operators of rented vehicles must possess a valid, unrestricted driver's license and be at least 18 years of age. Sub-leasing or transferring the vehicle to unauthorized third-party operators is strictly prohibited.

4. On-Site Service Requests & Quote Approvals

Any digital booking forms, service requests, or quote inquiries submitted via the Site constitute an invitation to treat and do not form a binding contract until confirmed via written or electronic dispatch from our office.

- **Pricing and Quotes:** Estimates provided online are based on initial customer descriptions. Final pricing for parts and labor is determined on-site following physical evaluation by our technicians.
- **Site Access Requirements:** For mobile services, you must secure all necessary gate clearances, residential association permissions, or property owner authorizations. Our technicians reserve the right to refuse service if field conditions pose an environmental or physical safety risk.

5. Intellectual Property Rights

All content, graphics, company logos, digital downloads, text, photography, layout designs, and code featured on www.golfcars.com are the exclusive intellectual property of Golf Car Systems or its content suppliers and are protected under United States and international copyright, trademark, and intellectual property laws. Unauthorized reproduction, screen scraping, redistribution, or modification of any material on this Site is strictly prohibited without prior express written authorization from us.

6. Limitation of Liability & Warranty Disclaimers

This Site and all information, content, materials, products, and services included on or otherwise made available to you through this Site are provided by Golf Car Systems on an "as is" and "as available" basis, unless otherwise specified in writing.

To the full extent permissible by applicable law, Golf Car Systems disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. Golf Car Systems will not be liable for any damages of any kind arising from the use of this Site or from any information, content, parts, or services obtained by you through the Site, including but not limited to direct, indirect, incidental, punitive, and consequential damages.

In no event shall Golf Car Systems' total financial liability to you for all damages, losses, and causes of action exceed the total amount paid by you, if any, for accessing this Site or booking the specific service in dispute.

7. Indemnification

You agree to defend, indemnify, and hold harmless Golf Car Systems, its owners, officers, directors, employees, agents, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including but not limited to attorney's fees) arising from: (a) your improper or unauthorized use of the Site; (b) your violation of any term within these Terms and Conditions; (c) your violation of any third-party right; or (d) any property damage or personal injury resulting from the operation of vehicles rented or serviced through Golf Car Systems, particularly concerning operation outside of designated private property zones.

8. Governing Law and Jurisdiction

These Terms and Conditions, and any disputes arising out of or related to your use of the Site or commercial transactions with Golf Car Systems, shall be governed by, construed, and enforced in accordance with the laws of the State of Florida, without regard to its conflict of law principles. You explicitly agree that exclusive jurisdiction and venue for any legal proceeding arising directly or indirectly out of these Terms shall lie solely in the state or federal courts located in Pinellas County, Florida.

9. Severability & Entire Agreement

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms, alongside your specific physical rental or service invoices,

constitute the entire agreement between you and Golf Car Systems regarding your utilization of the Site and its associated business offerings.

10. Mobile Messaging Terms & Conditions

By providing your phone number on our Site, booking a service, or requesting a quote, you explicitly consent to receive recurring automated text messages, service updates, appointment reminders, and customer support communications from Golf Car Systems at the mobile number provided. Consent to receive text messages is not a condition of purchase.

- **Opt-Out:** You can cancel the SMS service at any time. Just text **STOP** to our number. After you send the SMS message **STOP** to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us.
- **Help:** If you are experiencing issues with the messaging program you can reply with the keyword **HELP** for more assistance, or you can get help directly at sales@golfcars.com.
- **Rates & Frequency:** As always, message and data rates may apply for any messages sent to you from us and to us from you. Message frequency varies based on your interactions and service requests. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. Carriers are not liable for delayed or undelivered messages.

11. Contact Information

For any questions, clarifications, or official notices regarding these Terms and Conditions, please contact us at:

Golf Car Systems

Operations & Customer Administration

Website: www.golfcars.com

Email: sales@golfcars.com

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