

TERMS AND CONDITIONS & PRIVACY POLICY

PERSONALIZED GOLF SWING ANALYSIS

Last Updated: July 2026

PART 1: TERMS AND CONDITIONS

1. THE SERVICE

1.1 Provider / Business: The service is provided by **Best Golf Analyze**

operated by **Hans-Bernhard Stöver**, located at **Jahnring 6, 22297 Hamburg, Germany** (hereinafter referred to as the "Provider").

- **Website:** <https://bestgolfanalyze.com>
- **E-Mail:** tourcoach@bestgolfanalyze.com

1.2 Scope: The Service consists of a digital golf swing analysis utilizing proprietary AI-powered mapping and professional expert review. The result is delivered as an "Expert Blueprint", PDF report, video explanation, or similar digital format.

1.3 Technical Basis: The analysis is an educational and coaching-oriented tool. It is not affiliated with the PGA, DP World Tour, Asian Tour, or any other official sports governing body.

1.4 No Guarantees: The service does not guarantee a specific score improvement, handicap reduction, tournament result, or physical performance outcome. Golf performance depends on numerous individual factors outside the Provider's control.

2. CLIENT MATERIAL AND VIDEO QUALITY

2.1 Responsibility: The client is responsible for submitting suitable golf swing videos (normally one face-on view and one down-the-line view) unless otherwise agreed.

2.2 Quality Dependency: The accuracy of the analysis depends heavily on the video quality, camera angle, lighting, stability, frame rate, and visibility of the club and body positions provided by the Client.

2.3 Visual Discrepancies: The Provider is not liable for reduced accuracy or incomplete visual interpretation caused by poor camera position, blurred movement, missing body parts in the frame, insufficient lighting, or technical limitations of the Client's recording device.

2.4 Ownership of Media: The Client warrants and confirms that they own the rights to the uploaded video material or have the explicit consent of the person filmed.

3. AI PERFORMANCE AND PROFESSIONAL INTERPRETATION

3.1 Nature of AI: The analysis may use artificial intelligence tools to support visual mapping, movement interpretation, and the creation of explanatory graphics.

3.2 Visual Limitations: While our system is calibrated against professional standards, the Client acknowledges that AI measurements depend heavily on the source video quality. AI systems may produce measurement differences or visual discrepancies, especially if the source video is technically limited.

3.3 Educational Interpretation: The final analysis is intended to identify the most relevant swing patterns and improvement priorities. It is an educational interpretation of movement and not a definitive biomechanical, scientific, or medical report.

4. HEALTH, SAFETY, AND MEDICAL DISCLAIMER

4.1 Physical Risk: Golf is a physical activity. The Client acknowledges that implementing swing changes, performing drills, training movements, or using training aids involves a risk of physical injury.

4.2 Assumption of Risk: All suggested movements, drills, practice recommendations, and training ideas are performed at the Client's own risk.

4.3 No Medical Advice: This analysis does not constitute medical advice, physical therapy, rehabilitation guidance, or a medical diagnosis.

4.4 Pre-existing Conditions: Clients with pre-existing injuries, chronic pain, or back, neck, shoulder, hip, knee, or joint problems must consult a qualified physician or medical professional before following any physical advice provided in the analysis.

4.5 Indemnification: The Client agrees to indemnify and hold the Provider and its technical partners harmless from any claims, liabilities, or injuries resulting from the independent practice, training, use, or interpretation of the analysis.

5. PRICES, PAYMENT, AND ORDER PROCESS

5.1 Fees: All current fees are displayed on the website or payment gateway page before the order is completed.

5.2 Payment Gateway: Payment is due at the time of order via the provided secure payment gateway on the website (e.g., Stripe, PayPal, or another supported provider).

5.3 Payment Data: Payment data, including credit card details, is processed securely by the third-party payment provider. The Provider does not store complete credit card numbers or full payment credentials.

5.4 Order Confirmation: An order is considered received and binding once the payment has been successfully completed and the required video material and contact information have been submitted.

6. DIGITAL PERFORMANCE, CANCELLATION, AND REFUND POLICY

6.1 Immediate Performance: By completing the payment and uploading the swing video material, the Client explicitly requests and agrees that the Provider begins the digital analysis process immediately.

6.2 No Refunds / Exceptions: Due to the personalized digital nature of the product and the immediate commencement of the analysis process, all sales are final to the extent permitted by applicable law. Once the video is submitted and successfully processed, the Client waives any right to a refund or cancellation.

6.3 Provider Inability: If the Provider is unable to deliver the completed analysis for any reason within his responsibility, a full refund of the amount paid will be issued to the Client.

6.4 Unsuitable Material: No refund is owed if the Client submits completely unsuitable or incomplete video material and fails to provide usable replacement material after being reasonably requested to do so by the Provider.

7. DELIVERY

7.1 Turnaround Time: The Provider aims to deliver the completed analysis within 24 to maximum 48 hours after receipt of payment and usable video material. This timeframe is an operational target and not a legally binding guarantee.

7.2 Method: Delivery is made via digital download, email, client portal, or another suitable electronic method.

7.3 Client Responsibility: The Client is responsible for providing a valid email address and checking spam or junk folders if the delivery is expected but not visible in the main inbox.

8. INTELLECTUAL PROPERTY AND USE OF THE ANALYSIS

8.1 Ownership: The analysis document, explanatory graphics, written coaching interpretation, structure, templates, and related materials remain the exclusive intellectual property of the Provider unless otherwise agreed in writing.

8.2 Personal License: The Client receives a personal, non-exclusive, non-transferable right to use the delivered analysis solely for their own personal golf improvement.

8.3 Commercial Restriction: The Client may not resell, reproduce, publish, distribute, or commercially exploit the analysis or its materials without explicit written permission from the Provider.

9. LIMITATION OF LIABILITY

9.1 Cap on Liability: To the maximum extent permitted by applicable law, the Provider's total liability for any claim, dispute, or controversy relating to a specific order shall not exceed the exact amount paid by the Client for that specific analysis.

9.2 Consequential Damages: The Provider is not liable for indirect, incidental, consequential, or special damages, including but not limited to loss of sporting opportunity, lost profits, lost business, or personal performance disappointment.

9.3 Mandatory Law: Nothing in these Terms limits or excludes liability where such limitation is not permitted under mandatory applicable consumer protection laws.

10. JURISDICTION, GOVERNING LAW, AND DISPUTE RESOLUTION

10.1 Governing Law: These Terms and Conditions shall be governed by and construed in accordance with the laws of Germany, without regard to its conflict of law principles, unless mandatory local consumer protection laws provide otherwise.

10.2 Amicable Resolution: The parties shall first attempt to resolve any dispute, controversy, or claim in good faith through direct written communication.

10.3 Binding Arbitration & Class Action Waiver (Critical for USA Residents): Any dispute, controversy, or claim arising out of or relating to this agreement, the website, or the service shall be settled by binding, individual arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Hamburg, Germany. The arbitration shall be conducted in the English language. You and the Provider agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

10.4 General Jurisdiction: If the class action waiver or arbitration clause is found unenforceable, or for any disputes not subject to arbitration, the competent courts shall be those legally responsible for the Provider's registered business location (Hamburg, Germany).

11. CHANGES TO THESE TERMS

11.1 Updates: The Provider may update these Terms from time to time. The version published on the website at the time of the order applies to that specific transaction.

PART 2: PRIVACY POLICY

1. INTRODUCTION

This Privacy Policy explains how **Best Golf Analyze**, operated by **Hans-Bernhard Stöver**, collects, uses, and protects your personal information when you use our golf swing analysis services. We are committed to protecting your privacy in accordance with the international data protection laws of the USA, Canada, Australia, New Zealand, and the European Union (GDPR).

2. DATA WE COLLECT

To provide a professional swing analysis, we collect the following information:

- **Contact Information:** Name and email address.
- **Payment Data:** Transaction details (processed securely via Stripe/PayPal; we do not store your credit card numbers).
- **Visual Data:** Golf swing videos uploaded by you.
- **Technical Data:** IP address, browser type, and device data for security and fraud prevention.

3. HOW WE USE YOUR DATA

We use your data strictly for:

- Performing the AI-powered swing analysis and delivering the report.
- Communicating with you regarding your specific order or customer support.
- Improving our coaching methodologies and software tools.
- Complying with legal, tax, and financial obligations.

4. THIRD-PARTY SHARING AND TECHNICAL PROCESSING

4.1 Service Execution: To provide the "AI-Powered" mapping and secure data infrastructure of our service, we work with trusted technical partners, cloud infrastructure providers, and specialized AI processing services.

- **Video Processing:** Your swing videos are securely transferred to our backend systems for AI mapping and expert review by our professional consultants.
- **No Sale of Data:** We do not sell, rent, or trade your personal information or videos to third parties for marketing purposes.

4.2 International Data Transfers (Notice for US & Canadian Residents): Please be aware that your personal data and uploaded videos will be transferred to, stored, and processed on secure servers located outside of your home country (including the United States and the European Union). By submitting your video, you explicitly consent to this cross-border transfer. Data protection laws in these jurisdictions may differ from those in your home country, and foreign courts or law enforcement may have access to your data under local regulations.

5. DATA STORAGE AND SECURITY

- **Retention:** We store your swing videos only as long as necessary to complete the analysis, provide customer support, and maintain business records. You may request the deletion of your videos at any time.
- **Security:** We implement industry-standard encryption protocols (SSL/TLS) to protect your data during transfer and storage.

6. YOUR RIGHTS

Depending on your location (USA, Canada, Australia, New Zealand, or EU), you have the right to:

- **Access:** Request a copy of the personal data we hold about you.
- **Correction:** Request that we fix inaccurate or incomplete information.
- **Deletion:** Request that we delete your personal data (subject to legal and tax record-keeping requirements).
- **Withdrawal of Consent:** You may withdraw your consent for video processing at any time, though this will prevent us from completing the analysis.

7. CONTACT US & CANADIAN PIPEDA COMPLIANCE

If you have any questions about this Privacy Policy, wish to exercise your rights, or file a complaint, please contact our designated Privacy Officer:

- **Business Name:** Best Golf Analyze
- **Attn:** Hans-Bernhard Stöver (Privacy Officer / Data Protection Manager)
- **Address:** Jahnring 6, 22297 Hamburg, Germany
- **E-Mail:** tourcoach@bestgolfanalyze.com