MY ULTIMATE SWING

Legal & Governance Handbook

Consolidated legal, privacy, software, data rights, cookie, and AI governance framework for the My Ultimate Swing platform.

Professional Word Edition

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This handbook is designed so your website can link to a single polished legal reference instead of many fragmented public pages.

1. Terms & Conditions

These Terms and Conditions govern the use of My Ultimate Swing accounts, websites, mobile applications, and related services.

1. PRIVACY AND DATA POLICY

My Ultimate Swing processes personal data in accordance with applicable privacy laws including Regulation (EU) 2016/679 (GDPR). Users should also review the My Ultimate Swing Privacy Policy for information about data collection, use, storage, and rights.

2. COOKIES

The website may use cookies or similar technologies to support core functionality, remember preferences, improve performance, and measure website usage. Non-essential cookies should be controlled through the cookie preferences mechanism used on the website.

3. SAFETY

Users may not upload malicious code, attempt unauthorized access, misuse the service for unlawful or misleading purposes, or encourage violations of these terms.

4. REGISTRATION AND ACCOUNT SECURITY

Users must provide accurate registration information, keep contact details current, maintain password confidentiality, and avoid transferring their accounts to third parties.

5. PROTECTING OTHER PEOPLE'S RIGHTS

Users must respect privacy, publicity, copyright, trademark, and other legal rights. If a user collects data from another player or student, that user is responsible for obtaining consent and giving any required privacy notice.

6. SPECIAL PROVISIONS APPLICABLE TO SOFTWARE

The My Ultimate Swing software may receive updates, improvements, new features, or license changes from time to time. Users may not reverse engineer, decompile, or attempt to extract source code except where expressly allowed by law.

7. PROMOTIONAL COMMUNICATIONS

Where users give consent, My Ultimate Swing may send product updates, training-related offers, or promotional emails. Users may withdraw consent at any time.

8. USE OF ACCOUNT

Each account is for the exclusive use of the registered user. Unauthorized access, misuse, or abuse may result in suspension or termination. My Ultimate Swing may update the platform and these terms from time to time.

9. GOLF TRAINING AND PHYSICAL ACTIVITY DISCLAIMER

Golf is a physical activity with inherent risks including strain, impact, and equipment-related injury. The platform provides informational analysis and training assistance only and does not provide medical advice, safety supervision, or guaranteed coaching outcomes. Users are responsible for practicing only in safe environments and for applying app feedback at their own risk.

10. INDEMNIFICATION

If third-party claims arise from a user's actions, content, or breach of these terms, the user agrees to indemnify My Ultimate Swing for related losses and reasonable legal costs to the extent permitted by law.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, My Ultimate Swing is not liable for indirect, incidental, consequential, or special damages. Aggregate liability is limited to the amount paid by the user in the preceding 12 months.

12. DISPUTE RESOLUTION

These terms are governed by the laws of the Netherlands unless mandatory consumer law requires otherwise. Disputes will be resolved in the competent courts of the Netherlands.

2. Software Terms

These Software Terms govern use of the My Ultimate Swing application, analysis engines, and related cloud services.

1. DEFINITIONS

Free Features means functionality available without a paid subscription, such as limited recording, basic comparison tools, and basic visualization. Premium Features means paid features such as advanced motion analysis, cloud storage, historical analytics, and enhanced visual tools. Subscription Period means the period during which Premium Features may be used.

2. SCOPE

These Software Terms supplement the My Ultimate Swing Terms and Conditions and Privacy Policy.

3. LICENSE GRANT

My Ultimate Swing grants a limited, non-exclusive, non-transferable, non-sublicensable license to use the software for personal, non-commercial purposes during the applicable Subscription Period.

4. PROHIBITED USE

Users may not reverse engineer, copy, redistribute, resell, scrape, bypass subscription controls, or use the software to build competing products.

5. INTELLECTUAL PROPERTY RIGHTS

My Ultimate Swing retains exclusive ownership of software architecture, algorithms, motion analysis systems, visual overlays, and related intellectual property.

6. SOFTWARE UPDATES

The application may download or require updates, bug fixes, compatibility improvements, and new releases. Older versions may become unsupported.

7. SUBSCRIPTIONS

Premium features may be billed through Apple App Store or Google Play and may renew automatically unless canceled through the applicable platform.

8. INTERNET CONNECTIVITY

Some features require internet connectivity for account validation, cloud syncing, update delivery, and analysis processing.

9. VIDEO AND MOTION ANALYSIS DISCLAIMER

Analysis results depend on camera placement, video quality, lighting, body visibility, and other factors. The software provides informational insights only and does not guarantee accuracy or suitability for every golfer.

10. AI SYSTEMS DISCLAIMER

The software may use automated motion analysis and machine learning systems. Results should not be treated as medical advice, certified coaching, or biomechanical diagnosis.

11. LIMITED WARRANTY

Except for the limited warranty that My Ultimate Swing has the right to provide the software, the software is provided as is and as available.

12. LIMITATION OF LIABILITY

To the maximum extent permitted by law, My Ultimate Swing is not liable for indirect losses, lost profits, lost data, business interruption, or personal injury arising from golf practice or reliance on app output.

13. TERMINATION

Violation of these terms may result in suspension or termination of software access.

14. GOVERNING LAW

These Software Terms are governed by the laws of the Netherlands unless mandatory law requires otherwise.

3. Privacy Policy

My Ultimate Swing respects your privacy and is committed to protecting personal information used in connection with the app, website, and related services.

1. INFORMATION WE COLLECT

We may collect user-generated content such as golf swing videos, images, notes, and analysis history; technical information such as device type, app version, identifiers, crash logs, and diagnostics; and usage information such as features used, screens viewed, and interaction events.

2. PERMISSIONS

With permission, the app may access the camera, microphone, storage or photo library, and notifications to enable recording, importing, and reminders.

3. HOW WE USE INFORMATION

Information is used to provide swing recording and comparison features, generate motion analysis insights, support subscriptions, improve product performance, provide customer support, detect misuse, and maintain platform security and reliability.

4. VIDEO AND MOTION DATA

Videos and motion-related data are processed to provide swing analysis features such as motion tracking, pose estimation, comparison, and performance visualization. My Ultimate Swing does not use uploaded videos for facial recognition or biometric identification.

5. DATA STORAGE AND SHARING

Content may be stored on the device or in secure cloud infrastructure if backup or syncing features are used. We do not sell personal information. Limited data may be shared with trusted vendors supporting hosting, analytics, crash reporting, payments, or customer support.

6. USER RIGHTS

Depending on the user's location, rights may include access, correction, deletion, restriction, portability, and withdrawal of consent.

7. CHILDREN'S PRIVACY

My Ultimate Swing is not directed to children under 13 unless separately stated and lawfully supported.

8. CONTACT

Privacy questions and rights requests should be directed to privacy@myultimateswing.com.

4. Apple App Store Privacy Disclosure

This section summarizes the data categories disclosed for Apple App Store privacy labeling purposes.

1. DATA TYPES COLLECTED

User Content may include videos, images, and analysis data. Usage Data may include feature interactions and session-level behavior. Diagnostics may include crash logs and performance metrics.

2. DATA LINKED TO USER

Some limited usage or diagnostic information may be linked to the user account where necessary to support account operation, subscription status, or troubleshooting.

3. DATA NOT COLLECTED

My Ultimate Swing does not intentionally collect payment card details, precise location, contacts, health records, or biometric identifiers through the app itself unless future features explicitly disclose otherwise.

4. DATA USE

Collected data supports core app functionality, analysis delivery, service improvement, troubleshooting, and account support.

5. TRACKING

No advertising tracking is intended in this disclosure version.

5. Google Play Privacy Policy

This section outlines Android-specific privacy and permission handling relevant to Google Play.

1. DATA COLLECTED

My Ultimate Swing may collect user-created content, technical device data, diagnostics, and usage information necessary to operate and improve the application.

2. PERMISSIONS USED

Camera is used to record swing videos. Microphone may be used with video recording. Storage or photo access is used to import or save recordings. Notifications may be used for optional reminders or service messages.

3. DATA USAGE

Information is used to provide recording, comparison, analytics, support, performance monitoring, and reliability improvements.

4. DATA SHARING

Data may be processed by trusted providers supporting infrastructure, analytics, crash reporting, and payments. Personal information is not sold.

5. USER RIGHTS

Users may request access or deletion by contacting privacy@myultimateswing.com.

6. Golf Training Liability Disclaimer

Golf training and physical activity involve inherent risks.

1. TRAINING RISK

Swinging a club, hitting balls, practicing indoors or outdoors, and modifying movement patterns may create risks including muscle strain, joint irritation, impact injury, and damage to nearby property or equipment.

2. ROLE OF THE APP

My Ultimate Swing is a training-assistance tool only. It does not supervise the user, inspect the practice environment, or guarantee that suggested changes are safe, appropriate, or effective.

3. SAFE USE EXPECTATION

Users should practice only where there is adequate space, safe footing, appropriate surroundings, and permission to practice. Where pain, discomfort, or prior injury exists, users should stop and consult a qualified professional.

4. LIABILITY LIMITATION

My Ultimate Swing is not responsible for injuries, accidents, equipment damage, or other losses resulting from golf practice, training decisions, or reliance on analysis output.

7. AI / Motion Analysis Disclaimer

My Ultimate Swing uses automated analysis technologies to interpret golf swing videos.

1. USE OF AUTOMATED ANALYSIS

The platform may use motion tracking, pose estimation, frame comparison, swing pattern recognition, and algorithmic analysis to generate visual overlays and training insights.

2. INFORMATIONAL PURPOSE ONLY

All analysis, comparisons, and recommendations are provided for informational and training support purposes only.

3. LIMITATIONS

Results may vary based on recording quality, lighting, camera placement, occlusion, clothing, environment, and user movement. Automated systems may not interpret every swing perfectly.

4. USER RESPONSIBILITY

Users remain responsible for how they interpret and apply outputs. Significant training changes should be made carefully and, where appropriate, in consultation with a qualified coach or medical professional.

5. NO MEDICAL OR PROFESSIONAL ADVICE

The application does not provide medical advice, physiotherapy advice, injury prevention guarantees, or certified golf instruction.

6. MODEL EVOLUTION

My Ultimate Swing may update analysis algorithms over time, and outputs may differ across software versions.

8. User Content & Swing Video Ownership Policy

This policy clarifies ownership and permitted use of content uploaded or created in the platform.

1. USER CONTENT

User Content includes golf swing videos, imported media, screenshots, notes, tags, and related materials created, uploaded, or stored in the app.

2. OWNERSHIP OF ORIGINAL CONTENT

Users retain ownership of their original swing videos, imported recordings, notes, and annotations.

3. LICENSE TO MY ULTIMATE SWING

To operate the service, users grant My Ultimate Swing a limited, worldwide, non-exclusive license to process, store, display, sync, and analyze their content solely for service operation, improvement, and account functionality.

4. ANALYSIS DATA AND DERIVED INSIGHTS

My Ultimate Swing owns the underlying intellectual property in its algorithms, analytical models, visualization tools, and derived technology used to generate outputs.

5. CONTENT SHARING

User content is not shared publicly unless the user chooses to share it with coaches, friends, training partners, or third-party services.

6. DELETION

Users may delete content where that functionality is available; backup copies may persist temporarily in accordance with retention and system integrity needs.

9. Data Rights Architecture

This section defines data ownership and governance across the platform.

1. DATA CATEGORIES

Data categories include User Content, Derived Performance Data, Platform Data, and Aggregated Analytics Data.

2. USER RIGHTS

Users retain ownership of original recordings and personal annotations, subject to the service license required for platform operation.

3. MY ULTIMATE SWING RIGHTS

My Ultimate Swing retains exclusive ownership of motion analysis algorithms, AI and machine learning models, data pipelines, visualization frameworks, and derived analytical methods.

4. DERIVED DATA

Derived performance metrics and analytical outputs may be shown to users, but the proprietary systems and frameworks that produce those outputs remain owned by My Ultimate Swing.

5. AGGREGATED AND ANONYMIZED DATA

My Ultimate Swing may use anonymized or aggregated data to improve models, product performance, reliability, and research outputs consistent with applicable privacy rules.

6. GOVERNANCE

This architecture works together with the Privacy Policy, Software Terms, and User Content & Swing Video Ownership Policy.

10. AI Governance & Model Training Policy

This policy describes how My Ultimate Swing develops, trains, evaluates, and governs AI systems used in the platform.

1. AI SYSTEMS

The platform may use motion tracking, pose estimation, computer vision, swing classification, and machine learning models to generate performance insights.

2. TRAINING DATA SOURCES

Model development may rely on internal development datasets, synthetic motion data, public research datasets, and anonymized or aggregated data where lawfully permitted.

3. USER DATA AND MODEL TRAINING

User-uploaded videos are primarily used to provide service outputs to the user. Where lawful and consistent with privacy disclosures, anonymized or aggregated motion data may be used to improve model robustness and accuracy.

4. QUALITY CONTROL

Models should be evaluated for accuracy, robustness, and reliability across different recording conditions and swing scenarios.

5. HUMAN OVERSIGHT

The platform is a training aid and does not replace human professional judgment. Users remain responsible for the training decisions they make.

6. ETHICAL PRINCIPLES

My Ultimate Swing aims to support transparency, privacy protection, responsible use of motion data, and continuous model improvement.

11. Cookie Policy

This Cookie Policy explains how cookies and similar technologies may be used on the My Ultimate Swing website.

1. WHAT ARE COOKIES

Cookies are small text files placed on a device when a user visits a website. They help the website remember information, maintain sessions, and understand site usage.

2. TYPES OF COOKIES

My Ultimate Swing may use essential cookies for core website functions, functional cookies for preferences, analytics cookies for website insights, and performance cookies for reliability monitoring.

3. COOKIE CONSENT

When required by law, visitors should be able to accept, reject, or manage non-essential cookies using a cookie consent banner or preference center.

4. MANAGING PREFERENCES

Visitors may change cookie preferences through the banner, a cookie settings link, or their browser controls. Disabling some cookies may affect website functionality.

5. THIRD-PARTY COOKIES

Some cookies may be set by trusted third-party providers such as analytics, hosting, or security vendors acting under applicable privacy obligations.

6. CONTACT

Questions about cookie practices should be directed to privacy@myultimateswing.com.

Version History

Version	Date	Change summary
1.0	March 9, 2026	Initial consolidated handbook publication-ready.