Exhibit J: Users Manual Evermore Systems Smart Swing Golf Club

CAUTION

Modifications to this device not expressly approved by SmartSwing, Inc. could void user's authority to operate it.

This device complies with Part 15 of the FCC Rules.

Operation is subject to the following two conditions:

- (1) this device may not cause harmful interference and
- (2) this device must accept any interference received, including interference that may cause undesired operation.

Evermoresystems 8140 North Mopac Building 1, Suite 135 Austin, TX 78759 Phone: 512-502-9551

NOTE: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

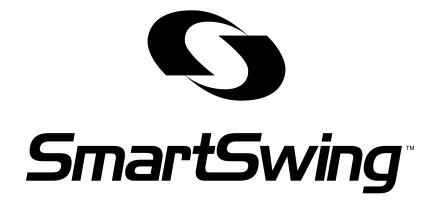
- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.



For questions regarding your SmartSwing product, please contact Customer Service at:

service@smartswinggolf.com

888-SWING18 www.smartswinggolf.com



SMARTSWING MANUAL

CHANGING GOLF...FOREVER
Revolutionary Technology. Swing Visualization. More Fun.



888-SWING18 service@smartswinggolf.com www.smartswinggolf.com

SOFTWARE LICENSE AGREEMENT - SINGLE USE LICENSE

7. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL SMARTSWING BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SMARTSWING PC SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF SMARTSWING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

In no event shall SmartSwing's total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

8. Export Law Assurances. You may not use or otherwise export or reexport the SmartSwing PC software except as authorized by United States law and the laws of the jurisdiction in which the SmartSwing PC software was obtained. In particular, but without limitation, the SmartSwing PC software may not be exported or re-exported (a) into (or to a national or resident of) any U.S. embargoed countries (currently Cuba, Iran, Iraq, Libya, North Korea, Sudan and Syria), or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the SmartSwing PC software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

9. Government End Users. The SmartSwing PC software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

Io. Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of the State of California, as applied to agreements entered into and to be performed entirely within California between California residents. This License shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.

II. Complete Agreement; Governing Language. This License constitutes the entire agreement between the parties with respect to the use of the SmartSwing PC software licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless in writing and signed by SmartSwing. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern.

SOFTWARE LICENSE AGREEMENT - SINGLE USE LICENSE

stored on a computer or other storage device; and (c) the party receiving the SmartSwing PC software reads and agrees to accept the terms and conditions of this License. All components of the SmartSwing PC software are provided as part of a bundle and may not be separated from the bundle and distributed as standalone applications.

NFR (Not for Resale) Copies: Notwithstanding other sections of this License, SmartSwing PC software labeled or otherwise provided to you on a promotional basis may only be used for demonstration, testing and evaluation purposes and may not be resold or transferred.

4. Termination. This License is effective until terminated. Your rights under this License will terminate automatically without notice from SmartSwing if you fail to comply with any term(s) of this License. Upon the termination of this License, you shall cease all use of the SmartSwing PC software and destroy all copies, full or partial, of the SmartSwing PC software.

5. Limited Warranty on Media. SmartSwing warrants the media on which the SmartSwing PC software is recorded and delivered by SmartSwing to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of original retail purchase. Your exclusive remedy under this Section shall be, at SmartSwing's option, a refund of the purchase price of the product containing the SmartSwing PC software or replacement of the SmartSwing PC software which is returned to SmartSwing or an SmartSwing authorized representative with a copy of the receipt.

THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES ON THE MEDIA INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, AND OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL RETAIL PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

6. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SMARTSWING PC SOFTWARE IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. EXCEPT FOR THE LIMITED WARRANTY ON MEDIA SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SMART-SWING PC SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND SMARTSWING AND SMARTSWING'S LICENSORS (COL-LECTIVELY REFERRED TO AS "SMARTSWING" FOR THE PURPOSES OF SECTIONS 6 AND 7) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SMARTSWING PC SOFTWARE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDI-TIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGE-MENT OF THIRD PARTY RIGHTS. SMARTSWING DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SMARTSWING PC SOFTWARE, THAT THE FUNCTIONS CONTAINED IN THE SMARTSWING PC SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SMARTSWING PC SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SMARTSWING PC SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SMARTSWING OR AN SMARTSWING AUTHORIZED REPRESEN-TATIVE SHALL CREATE A WARRANTY. SHOULD THE SMARTSWING PC SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

TABLE OF CONTENTS

PACKING LIST	. 3
SMARTSWING BASICS	. 4
System requirements	. 4
Installing the software and initial setup	. 4
The SmartSwing Learning System The Club (the hardware) PC software What is a Reference Swing? The Learning Process	. 6 . 6
THE SMARTSWING CLUB	. 10
Initial calibration	10
The SmartSwing Club interface Audio Feedback Visual (LED) Feedback	10
SmartLink USB adapter Green LED Amber LED	. 11
Using your SmartSwing club Make Sure It's Charged Use the "Step Down" Tees Be Sure to Download Previous Swings Turning the Club On and Off Tuning Audio Feedback On and Off Recording and Flagging Swings Conserving battery life Caring for your club Visualizing & Analyzing your Swing Downloading data	12 12 12 12 12 12 13 13 13
Creating Data sets	. 13
How does it work? Glossary Service and Support 30 day no-questions-asked refund 90-day exchange 1-Year Warranty Technical Support	14 14 14 14 14
Audio Feedback Technical Specifications	
Visual (LED) Feedback	
Transitions States of the SmartSwing Club State: Club is Off State: Club is in Doze State: On State: RF Download State: Charging	15 16 17 17
SMARTSWING ONE (1) YEAR LIMITED WARRANTY	
SOFTWARE LICENSE AGREEMENT - SINGLE USE LICENSE	20

Standard Contents - Included with all configurations.

ITEM	MEDIA
Step Down Golf Tees	Bag of golf tees
Software CD	CD-ROM
Power Charger	Hardware
SmartLink USB adapter	Hardware
SmartSwing Golf Club	Hardware
SmartSwing Head Cover	Hardware
Tape Measure	Hardware
USB Cable	Hardware
At the Range Note pad	Printed documentation
Quick Reference Guide	Printed documentation
User Manual	Printed documentation
Wallet Reference Card	Printed documentation

Optional Accessories - These items may be included in some configurations.

ITEM	MEDIA
Car Charger	Hardware
Teaching Pro Manual	Printed documentation

SOFTWARE LICENSE AGREEMENT - SINGLE USE LICENSE

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") BEFORE USING THE SOFTWARE. BY USING THE SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU ARE ACCESSING THE SOFTWARE ELECTRONICALLY, SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE TERMS OF THIS LICENSE BY CLICKING THE "AGREE/ACCEPT" BUTTON. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, RETURN THE SMARTSWING PC SOFTWARE TO THE PLACE WHERE YOU OBTAINED IT FOR A REFUND OR, IF THE SOFTWARE WAS ACCESSED ELECTRONICALLY, CLICK "DISAGREE/DECLINE".

IMPORTANT NOTE: This software may be used to reproduce materials. It is licensed to you only for reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. If you are uncertain about your right to copy any material, you should contact your legal advisor.

I. General. The software, documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "SmartSwing PC software") are licensed, not sold, to you by SmartSwing, Inc. ("SmartSwing") for use only under the terms of this License, and SmartSwing reserves all rights not expressly granted to you. The rights granted herein are limited to SmartSwing's and its licensors' intellectual property rights in the SmartSwing PC software and do not include any other patents or intellectual property rights. You own the media on which the SmartSwing PC software is recorded but SmartSwing and/or SmartSwing's licensor(s) retain ownership of the SmartSwing PC software itself. The terms of this License will govern any software upgrades provided by SmartSwing that replace and/or supplement the original SmartSwing PC software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

Title and intellectual property rights in and to any content displayed by or accessed through the SmartSwing PC software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content.

2. Permitted License Uses and Restrictions. This License allows you to install and use one copy of the SmartSwing PC software on a single computer at a time. This includes the right to transfer your copy of the SmartSwing PC software licensed hereunder from one computer to another computer.

The SmartSwing PC software may be used to reproduce materials so long as such use is limited to reproduction of non-copyrighted materials, materials in which you own the copyright, or materials you are authorized or legally permitted to reproduce. This License does not allow the SmartSwing PC software to exist on more than one computer at a time, and you may not make the SmartSwing PC software available over a network where it could be used by multiple computers at the same time. You may make one copy of the SmartSwing PC software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright or other proprietary notices contained on the original. Except as and only to the extent expressly permitted in this License or by applicable law, you may not copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the SmartSwing PC software or any part thereof. THE SMARTSWING PC SOFTWARE IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COM-MUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF THE SMARTSWING PC SOFT-WARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVI-RONMENTAL DAMAGE.

3. Transfer. You may not rent, lease, lend or sublicense the SmartSwing PC software. You may, however, make a one-time permanent transfer of all of your license rights to the SmartSwing PC software to another party, provided that: (a) the transfer must include all of the SmartSwing PC software, including all its component parts, original media, printed materials and this License; (b) you do not retain any copies of the SmartSwing PC software, full or partial, including copies

SMARTSWING ONE (1) YEAR LIMITED WARRANTY

EXCLUSIONS AND LIMITATIONS — continued

SMARTSWING IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CON-SEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CON-DITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH SMARTSWING PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. SMARTSWING SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by state or province. (c)2004 SmartSwing Inc. All rights reserved. SmartSwing and the SmartSwing logo are trademarks of SmartSwing Inc., registered in the U.S.

SMARTSWING BASICS

Three key parts of the swing cause a solid impact with the ball:

- **1. The Backswing**, where the body is cocked or loaded to provide power for subsequent parts of the swing.
- **2. The Transition**, where momentum is transferred from the right side of the body to the left side and where the club is 'dropped into the slot', key to swinging on-plane.
- **3.** The Downswing, where the body and the club rotate powerfully through the ball and the transition to the left side is completed.

The SmartSwing Learning System will enable you to break the swing down into its component parts so that you can perfect each component. Having gained a comfort level with the component movements of the club, you can then integrate them into a complete, smooth, powerful, *repeatable* on-plane golf swing.

The SmartSwing Learning System consists of 2 primary components, an intelligent club and PC software. The club has a circuit board in the grip that tracks the club's movement through space and records this information for later analysis. In addition, the club provides real-time audible feedback when you swing to let you know how well your swing is on plane when compared to a reference swing. After a day at the range or on the course, you can take your club home and download your swing data into PC software. You can use the software on your own or share your data with a SmartSwing Affiliated Teaching Professional to assist you in using the SmartSwing Learning System to improve your swing.

System requirements

Using the SmartSwing Learning System software requires a Windows PC to download and analyze your swings. Your computer must meet these minimum requirements to operate the SmartSwing PC software:

- Windows 2000 or Windows XP (Windows 95, 98, and ME are not supported)
- 128 MB RAM (256MB or more is recommended)
- 100 MB free disk space

Note: We strongly recommend that you have all the current patches and updates installed for your version of Windows. Visit Microsoft's web site at www.windowsupdate.com for more information.

Installing the software and initial setup

Note: If you have already followed the Quick Start Guide, you can skip this section. The Quick Start Gui de will have additional pictures and instructions to assist you with the initial setup and use of your new SmartSwing club.

Before you can begin using your SmartSwing club, you will need to take some physical measurements and download them to your club using the SmartSwing PC software.

SMARTSWING BASICS

Installing the software and initial setup — continued

To install the SmartSwing PC software and perform the initial set up with your club, locate the SmartSwing PC software CD and insert it into your computer. Make sure your computer meets the minimum requirements stated in the previous section. When you insert the CD in your computer, the installer should automatically open. Just follow the directions on the screen to install the software. When you are done, you will no longer need the CD but should store it in a safe place in case you need to reinstall the software in the future.

After you install the software, follow the steps below:

- **1.** Connect the SmartLink USB wireless adapter to one of the USB ports of your computer.
- **2.** Connect your SmartSwing club to the AC adapter and make sure it is plugged into a power source.
- Place your SmartSwing club within 3 feet of the SmartLink USB wireless adapter.
- **4.** Locate the measuring tape provided in the box with your club.
- **5.** Get your spouse or a friend to help you take two measurements.
- **6.** Assume your address position. If you are not sure if your address position is correct, please consult with a Teaching Professional.
- 7. Have your spouse of friend measure the distance from your right elbow to the ground and write down this data. Repeat the process from your right shoulder to the ground. Both measurements are made directly to the ground, not at an angle.
- 8. Open the SmartSwing PC software that you earlier installed on your computer.
- The first time you run the software it will ask you to enter the measurements that you just took. Enter the measurements in the indicated fields and click continue.
- 10. Click download. Your measurements will now be downloaded into the club.
- **11.** When the message appears that the download is complete, you should quit the SmartSwing application.
- **12.** Disconnect the AC adapter cable from your club.
- 13. You are now ready to start using your SmartSwing club.

SMARTSWING ONE (1) YEAR LIMITED WARRANTY

WARRANTY COVERAGE

SmartSwing's warranty obligations are limited to the terms set forth below: SmartSwing Inc. ("SmartSwing") warrants this hardware product against defects in materials and workmanship for a period of One (I) YEAR from the date of original retail purchase. If a defect exists, at its option SmartSwing will (I) repair the product at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. A replacement product/part assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes SmartSwing's property. When a refund is given, your product becomes SmartSwing's property.

OBTAINING WARRANTY SERVICE

Warranty service for any SmartSwing product is available exclusively through the SmartSwing Express Mail/Courier Service. Express Mail/Courier Service involves mailing the product directly to SmartSwing. To determine if the product is eligible for service, call SmartSwing directly at the telephone numbers set out in the service and support reference material accompanying the product or visit our web site at https://www.SmartSwing.com/. If the product qualifies for this service, the telephone representative will provide further information and instructions. When you contact the SmartSwing representative, you will be asked to furnish your name, address, telephone number, and proof of the original purchase (receipt) containing a description of the product(s), purchase date, and the appropriate SmartSwing serial number(s).

Note: Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the application software and data. You will be responsible for reinstalling all such software and data. Data recovery is not included in the warranty service and SmartSwing is not responsible for data that may be lost or damaged during transit or a repair.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for SmartSwing that can be identified by the "SmartSwing" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-SmartSwing hardware products or any software, even if packaged or sold with SmartSwing hardware. Non-SmartSwing manufacturers, suppliers, or publishers may provide their own warranties. Software distributed by SmartSwing under the SmartSwing brand name is not covered under this Limited Warranty. Refer to the SmartSwing PC software License Agreement for more information. SmartSwing and its Affiliated Training Professionals are not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-SmartSwing product or part not covered by this warranty. Recovery and reinstallation of application software and user data are not covered under this Limited Warranty. This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-SmartSwing products; (b) to damage caused by service (including upgrades and expansions) performed by anyone who is not an SmartSwing Authorized Service Provider; (c) to a product or a part that has been modified without the written permission of SmartSwing; or (d) if any SmartSwing serial number has been removed or defaced.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. SMARTSWING SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SMARTSWING CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. NO SmartSwing reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Transitions States of the SmartSwing Club — continued

State: On		
EVENT	TRANSACTION	ACTION
Swing breaks Upper	Change swing sub-state	Begin playing the Upper
Plane	to Swing Broken High	Swing Plane Broken Tone
Swing breaks Lower	Change swing sub-state	Begin playing the Lower
Plane	to Swing Broken Low	Swing Plane Broken Tone
Swing returns to between	Change swing state to	Turn off Plane Broken
Upper and Lower Planes	Swing OK	Tone
Swing recording completes	Change to Doze State	End recording of the swing. If the swing remained within the two planes, then play the Happy Tone.

State: RF Download		
EVENT	TRANSACTION	ACTION
RF Data Transfer completes	Change to Doze State	LED cadence change to Dose State flash.

State: Charging		
EVENT	TRANSACTION	ACTION
Charger is unplugged	Change to Dose State or Charging State	LED cadence change to new State cadence.
Data transfer begins	Change to RF Download State	LED cadence changes to RF Download cadence

SMARTSWING BASICS

The SmartSwing Learning System

The SmartSwing Learning System is a combination of hardware, software, and a specific learning process.

The Club (the hardware)

Your SmartSwing club is a high quality golf club that looks, feels, sounds, and plays like any other club you may have used. The electronic modifications made inside the grip should not be noticeable other than the interface on the end of the shaft. The club serves 2 primary functions: first, to provide you with audible feedback while you are swinging to help you improve in real time; and second, the club records each of your swings. This information can be downloaded to your computer for further analysis using the SmartSwing PC software.

PC software

There are two versions of the SmartSwing PC software depending upon which version of the SmartSwing Learning System you purchased.

- SmartSwing Visualizer allows you to visually inspect how well your swing stays on plane and how your swing compares to your reference or known good swing.
- SmartSwing Analyzer includes everything in SmartSwing Visualizer and adds several different statistical views that enable you to analyze various metrics for each of your swings.

Each version of the software maintains a database of all the swings you have downloaded from your club and allows you to easily manage this data. You can create sets or groups of swings, delete swings, and specify good swings as reference swings.

What is a Reference Swing?

To accurately provide audible feedback and the 3D displays in the Visualizer software, SmartSwing has defined a set of virtual swing planes. With a correct, square address stance these virtual planes will be perpendicular to the target line when viewed from directly behind the golfer (facing the direction of the golf shot).

- Lower or "Hands" plane defined by a plane that is parallel to the target line, begins at the hosel of the club, passes through the right hand of the golfer and extends into space.
- Perfect or "Elbow" plane defined by a plane that is parallel to the target line, begins at the hosel of the club, passes through the right elbow and extends into space.
- **Upper or "Shoulder" plane** defined by a plane that is parallel to the target line, begins at the toe of club, passes through the right shoulder, and extends into space.

What is a Reference Swing? — continued

While using the SmartSwing PC software you can select one of your own particularly effective swings from a practice session to replace the customized, mathematically-defined ideal reference swing. Your "Personal Best" reference swing allows you to document your finest performance and use it to identify and eradicate bad habits as they creep back into your swing over time. As you compare practice swings against your "Personal Best" reference swing, you'll build consistency and have more fun.

Note: Although the PC software allows you to compare your swing to various reference swings, the SmartSwing club always uses a mathematically defined set of upper and lower planes based on your physical measurements to provide audible feedback.

The Learning Process

The real-time feedback feature of the SmartSwing club is the enabling factor and makes this regimen possible. The objective of this process is to avoid the 'negative feedback' tones that the SmartSwing club provides to notify the golfer that they have 'broken' one of their virtual swing planes and rather receive the 'positive feedback' tone at the end of the swing. In addition to the steps outlined below, check your progress every few swings using the SmartSwing PC software and compare your results to the results of the Reference Pro. Determine how your swing varies from your ideal swing and make the necessary changes to more closely match the two.

Perfecting your swing

Set-up & Ball Position: In order for the steps that follow to be most useful, you should be in a good, athletic address position. The ball must be positioned just on the inside heel of the left foot for a right-handed golfer, when your body is addressing the ball. In addition when using the SmartSwing club, you should always be "square" to the target line and use the same type of "step down" golf tees included with your club. These tees are required for the SmartSwing Learning System to accurately calculate ball position.

- 1. Take 'baby' backswings from the address position up to the position where the club is parallel to the ground. The club should stay on the 'hands' plane for this entire exercise. Keep practicing until you can repeatedly make this movement without breaking the 'hands' plane. Do not avoid the tone by picking the club up, as this will result in breaking the 'shoulder' plane. When you can repeat this movement with ease, move to the next step.
- 2. Take 'slow & easy' backswings (30-50% of normal speed) from address to the top of your backswing, or position #5 above. The club should move up the 'hands' plane, as in step #1, and then transition upward until both the hands and the entire club are just underneath the 'shoulder' plane. To some golfers this position may feel as if the club is very 'flat'. This is OK, as you have, in all likelihood, 'flattened out' your swing. When you can get to this position with repeated success, move on to the next step.

ADDITIONAL DETAILS

Transitions States of the SmartSwing Club — continued

State: Club is in Doze			
EVENT	TRANSACTION	ACTION	
User presses Power Button	Change audio sub - state	Toggle the audio substate (off if on, or on if off) Play the Audio On or Audio Off tone sequence.	
User presses and holds Power Button for 4 seconds	Change to Off state	Power off the device, turn off the LED	
User presses the Flag Swing button	None	Last recorded swing is flagged. Audio confirmation tone sequence is played.	
User swings the club	Change to On state	Begin recording of the swing	
Timeout of 5 minutes since swing or power up	Change to Off State	Power off the device, turn off the LED	
Battery is low	None	Play battery low warning every 30 minute. Low Power warning sounded regardless of Audio On/Audio Off sub-state.	
Memory full	None	Change LED cadence to Memory Full. Additional swings are not recorded.	
Club Failure	Change to Off state	Power down the device, turn off the LED	
RF in range	Change RF connectivity sub-state	RF base Amber LED changes to on	
RF out of range	Change RF connectivity sub-state	RF base Amber LED changes to off	
RF Data transfer begins	Change to RF Download State	LED cadence changes to RF Download cadence	

7

ADDITIONAL DETAILS

Audio Feedback Technical Specifications

- **1.** Audio On 1396.91 (F) 1760.00 (A) 2093.00 (C) at a 200 ms cadence one time
- **2.** Audio Off 2093.00 (C) 1760.00 (A) 1396.91 (F) at a 200 ms cadence one time
- **3.** Low Battery 1567.98 (G) 1567.98 (G) 1567.98 (G) at a 200 ms on, 200ms off cadence recurring every 30 seconds.
- 4. Swing Flag Confirmation 1567.98 (G) 2093 (C) at a 200 ms cadence one time.
- **5. Upper Swing Plane Broken** -4698.64 (D) 4186.01 (C) at a 50 ms cadence for the entire duration that the club is in violation of the upper swing plane.
- **6.** Lower Swing Plane Broken 1567.98 (G) 1760.00 (A) at a 100 ms cadence for the entire duration that the club is in violation of the lower swing plane.
- **7. On Plane Swing** 1396.91 (F) 1760.00 (A) 2093.00 (C) 1760.00 (A) 1396.91 (F) at a 200 ms cadence one time.

Visual (LED) Feedback

The LED has 2 different flashing patterns

- 1. On Flashes for 100ms on every 1000ms.
- 2. Memory Full Flashes for 100ms on every 200ms.

Transitions States of the SmartSwing Club

State: Club is Off		
EVENT	TRANSACTION	ACTION
Power Button press while the club is upright.	Change to Doze State	LED begins "on" cadence
Power Button press while the club is upside down (in the bag).	Remain in Off state	No action
Charger is connected	Change to Charging State	LED cadence changed to on

SMARTSWING BASICS

The Learning Process - Perfecting your swing — continued

- 3. Add the transition. Make a full, slow, easy backswing from address to completion of the backswing. From this point focus on 'dropping into the slot'. During this transition movement the hips will 'bump' forward and the hands will 'drop' almost straight downward so that the hands and the club are all aligned on the 'elbow' plane.
- **4.** Take it very easy (roughly 30% of normal speed) down the 'elbow' plane and through the ball. Repeat until you can make full, slow swings without setting off the tones.
- 5. Slowly increase the swing speed. When you begin to have trouble keeping the 'tones off' slow down a bit until you are able to do so. Remember, touring pros say that they swing at around 75-80% of their 'full out' swing throughout most rounds. You should be no different! You'll be pleasantly surprised at how far the ball goes when you make a smooth, seemingly slow, on-plane swing.
- **6.** Work on making full swings, both with and without a ball. Check both swings with the Reference Pro and see if you are unconsciously swinging differently when a ball is to be struck. Work on swinging the club vs. hitting the ball.

Practice Regimen

To improve your game as quickly as possible with the SmartSwing club, it is important to define a solid practice regimen. The steps below will explain a step-by-step process whereby each step will build on the previous step enabling you to build a strong, smooth, repeatable, on-plane golf swing.

- Begin with a lesson from a SmartSwing Affiliated Teaching Pro or other well-known and reputable teaching professional. The focus of the lesson should be on the fundamentals of grip, stance, and basic swing.
- **2.** Practice by hitting balls on the driving range. Work on the basics, with close attention to the audible feedback received from the SmartSwing Driver.
- **3.** Review your results in the SmartSwing PC software, paying close attention to the differences between the your swing and the reference swing.
- **4.** Using the SmartSwing club, make several practice swings, working to change your swing to more closely match the reference swing seen in the SmartSwing PC software. Repeat steps 3 and 4 several times until you begin to see improvement.
- **5.** Return to the driving range and practice hitting balls, working on making the swing changes that you practiced at home.

SMARTSWING BASICS

The Learning Process - Practice Regimen — continued

- **6.** Return to your teaching professional to get a swing assessment and learn what your pro thinks they can do to most improve your swing and ball striking ability.
- 7. Continue to repeat this process for each lesson with your teaching professional. For each lesson you should have three sessions on the driving range with your SmartSwing club. For each session on the practice range you should have three 'at home' practice sessions to work on making your swing more closely match the reference swing.
- **8.** Faithfully following the practice regimen will result in rapid improvement of your swing, resulting in rapid improvement of your ball striking capability

ADDITIONAL DETAILS

How does it work?

The brains of the SmartSwing Learning System is a circuit board imbedded in the grip of the club. This circuit board has a series of nano-scale gyroscopes and accelerometers that allow it to track it's position in 3 dimensional space. Using a series of complex equations, factory calibration, and your own physical measurements, we can tell where the club is in space and how it is interacting with your golf ball. All this information is calculated several times a second and stored in the onboard memory. Our SmartSwing PC Software can take this information an perform complex analysis on your golf swing.

Glossary

Batch - A group of swings, either downloaded together from the club or saved manually by the user

Lower plane - plane roughly defined by the heel of club and a line through the hands and parallel to the target line.

Perfect plane - plane roughly defined by the golf ball and a line through the elbows. In a proper stance, the line through the elbows should be roughly parallel to the target line.

Upper plane - plane roughly defined by the toe of club and a line through the shoulders. In a proper stance, the line through the shoulders should be roughly parallel to the target line.

Service and Support

30 day no-questions-asked refund

If you are not completely satisfied with your SmartSwing club, simply contact us within 30 days after receiving your club and request an RMA number. Package all the original materials in the box that it came in and return it to us. We will provide your return shipping and offer you a full refund when we receive your club.

90-day exchange

If anything goes wrong with your SmartSwing club within the first 90 days, we will exchange it for a new club at no cost to you. Simply contact us for an RMA number.

1-Year Warranty

Your SmartSwing club comes with a full one year warranty. Contact us for an RMA number before returning your club.

Technical Support

You may contact us by phone, Monday through Friday, 8AM-6PM central time at I-888-SWING-18 (I-888-794-6418) option 3. In addition, you may email us at service@smartswinggolf.com.

THE SMARTSWING CLUB

Using your SmartSwing club - Recording and Flagging Swings — continued

To flag a swing, press and release the flag swing button after making your swing. Immediately after pressing and releasing the flag swing button you will hear a specific tone to assure you that the swing has been flagged.

When viewing a swing batch in the SmartSwing PC software, simply look for the flag icon to help you identify the swing. The swing time stamp as well as your notes in the supplied 'At the Range' note pad can help you discern between multiple flagged swings.

Conserving battery life

When the battery has 10% power left, you will hear an audible tone come from the club. When you hear this tone you should only take 2-3 more swings and turn off the club until you can recharge it and download your swings.

To maximize your battery life we recommend waiting until you hear the low battery tone before recharging. This is not required but will help extend the overall life of the battery.

Caring for your club

When not in use, be sure to store your club in a safe protected place. We recommend using the supplied head cover to protect the club head. In addition you should take care with the grip as this is were the SmartSwing electronics reside. While the SmartSwing club is designed an tested to with stand the rigors of normal use, you should still exercise care to protect your investment in the stat of the art electronic device.

Visualizing & Analyzing your Swing

Downloading data

Follow these steps to download swing data from your club.

- 1. Turn on your computer, and open the SmartSwing PC software.
- 2. Make you're the SmartLink USB adapter has a green Led to indicate power is on.
- 3. Turn on your SmartSwing club.
- The SmartLink USB adapter should now have a Amber LED turn on to indicate a wireless connection is established.
- 5. Click on the import button in the SmartSwing PC software
- **6.** The Amber LED on the SmartLink USB adapter should begin to flash indicating a data transfer has begun
- 7. The transfer should take less than 2 minutes.
- 8. When the transfer is complete a message will come on your screen.
- 9. You can turn off your SmartSwing club and begin analyzing your swing data.

Creating Data sets

Using the SmartSwing software you can group your swings together for analysis.

Comparing your Swing

The SmartSwing PC software allows you to compare your swing to a reference swing. This can either be a mathematically defined perfect swing or one of your own swings.

THE SMARTSWING CLUB

Before you can begin using your club, you will need to take some physical measurements of your body, enter them in the SmartSwing PC software and then download this information into your club. If you have not already done so, please follow the Quick Start Guide for setting up your SmartSwing Learning System for the very first time.

Initial calibration

The initial calibration uses your physical measurements to calculate a mathematically defined "perfect" swing and corresponding virtual swing planes. These calculated upper and lower swing planes are used by the audio feedback built into the club to quickly identify the strengths and weaknesses of your current swing in comparison to that of a "professional" swing.

The SmartSwing Club interface

The interface on your SmartSwing club has several components:

- Power Button The button will allow you to turn your club on and off as
 well as turn the audible alerts on and off. Press and hold the button for
 4 seconds to turn the power on/off. Press and release to toggle the audio
 feedback on/off.
- **Flag Button** You will press this button after a swing if you would like to flag your prior swing for further investigation in the SmartSwing PC software.
- **Power Connector** This is where you will connect the AC adapter or optional car charger to provide power for your club and to recharge the batteries.
- LED The LED provides several visual indications about the operation of the club. We'll describe these in detail below.
- Audio Alerts Your club is capable of providing several different tones to provide you feedback on your swing as well as the operation of the club.
 We'll describe these in detail below.
- Wireless transceiver Your club will connect wirelessly to the SmartLink USB adapter attached to your computer.

Audio Feedback

Your SmartSwing club provides 7 different audio feedback tones using different frequency and cadence patterns.

- Audio On This sound confirms that you have turned the club ON.
- Audio Off This sound confirms that you have turned the club OFF.
- Low Battery This sound alerts the user to a lo battery
- Swing Flag Confirmation This sound confirms that you have flagged a swing for additional investigation in the SmartSwing PC software.
- **Upper Swing Plane Broken** This sound alerts you that you have broken the upper plane of the reference swing.

THE SMARTSWING CLUB

The SmartSwing Club interface - Audio Feedback — continued

- Lower Swing Plane Broken This sound alerts you that you have broken the lower plane of the reference swing.
- On Plane Swing This sound confirms that your swing was on plane.

Visual (LED) Feedback

The LED has 2 different flashing patterns.

- 1. On Slow pulsing alerts you that the club is on.
- **2. Memory Full** Rapid pulsing alerts you that memory is full and no more swings can be recorded.

SmartLink USB adapter

The SmartSwing Learning System includes the SmartLink USB adapter. This adapter plugs into the USB port on you Windows 2000 or Windows XP computer and allows the SmartSwing PC software to wirelessly communicate with the SmartSwing club. This can include uploading your physical dimensions, software upgrades, and downloading swing data from your practice sessions. The SmartLink USB adapter has two LEDs, one green and the other amber. The green LED is the power indicator and the amber LED is the data transfer indicator.

Green LED

There are 2 modes or indicators used.

- 1. Green LED is ON indicates that power is being supplied by your USB port.
- **2.** Green LED is OFF indicates that no power is being received.

Please Note: Power should always be ON if the SmartLink USB adapter is plugged into the USB port and the computer is turned on. Your computer must provide power through the USB port for the SmartLink USB adapter to function. Some laptop computers do not provide power through the USB port and cannot be used with the SmartLink USB adapter. You should check with your computer manual or contact the manufacturer to make sure your computer provides USB power.

Amber LED

There are 3 modes or indicators used.

- 1. Amber LED is OFF, this indicates there is no wireless connection established.
- **2.** Amber Led is ON indicates there is a wireless connection established but no data transfer is taking place..
- **3.** Amber LED is FLASHING indicates a connection is established and data transfer is occurring.

Please Note: Your club must be within 10 feet (5 feet or less is recommended) of the SmartLink USB adapter for a wireless connection to be established. The wireless connection can pass through most objects but if you are having trouble establishing a connection, remove all objects between the club and the SmartLink USB adapter so there is a clear line of sight between the 2 devices.

THE SMARTSWING CLUB

Using your SmartSwing club

IMPORTANT: Before you begin using your SmartSwing club for the first time, you must complete the initial calibration described in the Quick Start Guide. *Failure to perform the initial calibration will cause the SmartSwing club to operate with incorrect audio feedback and will not allow it to properly calculate your swings.*

Make Sure It's Charged

The night before heading to the range or golf course, be sure to connect your club to the included AC adapter in order to fully charge the battery. If you forget to do this, you can also use the optional car charger to charge the battery while driving to the practice range or course.

Use the "Step Down" Tees

In order for the SmartSwing club to accurately calculate the position of the ball, you must use the supplied or other 2.75" "step down" tees.

Be Sure to Download Previous Swings

In order to record as many swings as possible, you should download your swings to your computer after each practice session. The SmartSwing PC software will automatically (verify this will be automatic) erase the memory in the club after downloading your swings. If you have a laptop computer, you can take it to the range to further extend the number of swings you can record in a practice session. Note: SmartSwing offers a laptop stand to make it easier to work with your Smart-Swing club and computer while on the course or practice range.

Turning the Club On and Off

To turn the club on, press and release the power button. Immediately (I-2 seconds) after pressing and releasing the power button you will see a flashing green light to assure you that the club is on.

To turn the club off, press and hold the power button until the green light turns off (will take approximately 4 seconds). The absence of a green light is your assurance that the club is off.

Tuning Audio Feedback On and Off

To turn audio feedback off, press and release the power button while the club is on. Immediately after pressing/releasing the power button you will hear the "audio feedback off" tone to assure you that audio feedback is off.

To turn audio feedback on, press and release the power button while the club is on. Immediately (1 second) after pressing/releasing the power button you will hear the "audio feedback on" tone to assure you that audio feedback is on.

Recording and Flagging Swings

Flagging a swing will mark the swing so that it is easy to identify when downloaded to the SmartSwing PC software. Since swing batches may contain up to 100 swings, a flagged swing will be easy to pick out when scrolling through the swing data in the SmartSwing PC software.