

## Terms of Use

These terms will be effective April 1, 2021.

Welcome to Tennisphere!

These Terms of Use (or "Terms") govern your use of Tennisphere by Love-Game, except where we expressly state that separate terms (and not these) apply, and provide information about the tennisphere Service (the "Service"), outlined below. When you create a tennisphere account or use tennisphere, you agree to these terms.

**Arbitration Notice:** You agree that disputes between you and us will be resolved by binding, individual arbitration and you waive your right to participate in a class action lawsuit or class-wide arbitration. We explain some exceptions and how you can opt out of arbitration below.

### The Tennisphere Service

We agree to provide you with the Tennisphere Service. The Service includes all of the tennisphere features, applications, services, technologies, and software that we provide to advance tennisphere's mission: Play for the Love. Play for Life.

- Offering opportunities to create, connect, communicate, discover, and share the love of tennis.  
Tennis is a social sport. We want to foster relationships throughout local tennis communities. So we build tools that try to offer you and others tennis connections and use those connections to help you create, find, join, and share in local tennis groups and events.
- Fostering a positive, inclusive, and safe environment.  
We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive. We use all the information we have to try to keep our platform secure.
- Using technologies that help us serve our growing community.  
Organizing and analyzing information for our growing community is central to our Service. Connecting players nearby, locating courts and clubs and making organizing events simple and easy to share.
- Research and innovation.  
We use the information we have to study the Service and collaborate with others on research to make the Service better and contribute to the convenience, enjoyment and well-being of our community.
- Advertising and branded events.  
The Service does not currently rely on advertising for funding, but may add advertising in the future to support research and development for enhanced

features You may see branded events on Tennisphere posted by account holders who promote their brand through event and group headers hosted at their clubs/courts/tournaments based on a commercial relationship with the Service.

### The Data Policy

Some features of the Service require collecting and using your information for the features to function properly. While we do collect and use your information, with your express permission provided during account initiation and can be updated in your account settings and/or personal phone settings, we will not share your information outside of the Love-Game family of products and services. If future features or partnerships require sharing your information with a partner organization to utilize their services you will receive notification via email and within the Service notifications. Your Agreement to the Data Policy is required to use the Service.

### Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

### Who Can Use Tennisphere

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the Tennisphere community.

- You must be at least 18 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

### How You Can't Use Tennisphere

Providing a safe and open Service for a broad community requires that we all do our part.

- You can't impersonate others or provide inaccurate information. You don't have to disclose your identity on Tennisphere, but you must provide us with accurate and up to date information (including registration information), which may include providing personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for

someone else unless you have their express permission.

- You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
- You can't violate (or help or encourage others to violate) these Terms or our policies.
- If you post branded content, you must comply with our Branded Content Policies, which require you to use our branded content tool. Learn how to report conduct or content in our [Help Center](#).
- You can't do anything to interfere with or impair the intended operation of the Service. This includes misusing any reporting, dispute, or appeals channel, such as by making fraudulent or groundless reports or appeals.
- You can't attempt to create accounts or access or collect information in unauthorized ways. This includes creating accounts or collecting information in an automated way without our express permission.
- You can't sell, license, or purchase any account or data obtained from us or our Service. This includes attempts to buy, sell, or transfer any aspect of your account (including your username); solicit, collect, or use login credentials or badges of other users; or request or collect Tennisphere usernames, passwords, or inappropriate access tokens.
- You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g., copyright infringement, trademark infringement, counterfeit, or pirated goods). You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent you own or have obtained all necessary rights to the content you post or share. Learn more, including how to report content that you think infringes your intellectual property rights in our [Help Center](#).
- You can't modify, translate, create derivative works of, or reverse engineer our products or their components.
- You can't use a domain name or URL in your username without our prior written consent.

#### Permissions You Give to Us

As part of our agreement, you also give us permissions that we need to provide the Service.

- We do not claim ownership of your content, but you grant us a license to use it. Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service and you are

free to share your content with anyone else, wherever you want. However, we need certain legal permissions from you (known as a “license”) to provide the Service. When you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). This license will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account. To learn more about how we use information, and how to control or delete your content, review the Data Policy in the [Help Center](#).

- You agree that we can download and install updates to the Service on your device.

#### Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks as expressly permitted by our Branded Content Policy or with our prior written permission.
- You must obtain written permission from us or under an open source license to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

#### Content Removal and Disabling or Terminating Your Account

We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies (including our Tennisphere Community Guidelines), or we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the Service to you immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies, if you repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law.

We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that

doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, consult our Help Center. When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but remains subject to these Terms of Use and our Data Policy. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

- where your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or
- where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or

where deletion would restrict our ability to:

- investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
- protect the safety and security of our products, systems, and users;
- comply with a legal obligation, such as the preservation of evidence; or
- comply with a request of a judicial or administrative authority, law enforcement, or a government agency; in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled, or deleted.

## Our Agreement

If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. For example, if you use payment features, you will be asked to agree to the Payment Terms. If any of those terms conflict with this agreement, those other terms will govern.

- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

#### Who Has Rights Under this Agreement?

- Our past, present, and future affiliates and agents, can invoke our rights under this agreement in the event they become involved in a dispute. Otherwise, this agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

#### Who Is Responsible if Something Happens?

Our Service is provided "as is," and we can't guarantee it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.

Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if we know they are possible. This includes when we delete your content, information, or account. Our aggregate liability arising out of or relating to these Terms will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

You agree to defend (at our request), indemnify and hold us harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or in any way connected with these Terms or your use of the Service. You will cooperate as required by us in the defense of any claim. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim

without our prior written consent.

#### How We Will Handle Disputes?

Except as provided below, you and we agree that any cause of action, legal claim, or dispute between you and us arising out of or related to these Terms or Tennisphere ("claim(s)") must be resolved by arbitration on an individual basis. Class actions and class arbitrations are not permitted; you and we may bring a claim only on your own behalf and cannot seek relief that would affect other Tennisphere users. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this provision's limitations, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this provision.

Instead of using arbitration, you or we can bring claims in your local "small claims" court, if the rules of that court will allow it. If you don't bring your claims in small claims court (or if you or we appeal a small claims court judgment to a court of general jurisdiction), then the claims must be resolved by binding, individual arbitration. The American Arbitration Association will administer all arbitrations under its Consumer Arbitration Rules. You and we expressly waive a trial by jury.

The following claims don't have to be arbitrated and may be brought in court: disputes related to intellectual property (like copyrights and trademarks), violations of our Platform Policy, or efforts to interfere with the Service or engage with the Service in unauthorized ways (for example, automated ways). In addition, issues relating to the scope and enforceability of the arbitration provision are for a court to decide.

This arbitration provision is governed by the Federal Arbitration Act. You can opt out of this provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, username, email address or phone number you use for your Tennisphere account, and a clear statement that you want to opt out of this arbitration agreement, and you must send them to [Legal@tennisphere.com](mailto:Legal@tennisphere.com).

Before you commence arbitration of a claim, you must provide us with a written Notice of Dispute that includes your name, residence address, username, email address or phone number you use for your Tennisphere account, a detailed description of the dispute, and the relief you seek. Any Notice of Dispute you send to us should be sent to [Legal@tennisphere.com](mailto:Legal@tennisphere.com). Before we commence arbitration, we will send you a Notice of Dispute to the email address you use with your Tennisphere account, or other appropriate means. If we are unable to resolve a dispute within thirty (30) days after the Notice of Dispute is received, you or we may commence arbitration.

The costs and fees of arbitration shall be allocated in accordance with the arbitration provider's rules, including rules regarding frivolous or improper claims. For any claim that is not arbitrated or resolved in small claims court, you agree that it will be resolved exclusively in the U.S. District Court for the state of Massachusetts or a state court located in Middlesex County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim.

The laws of the State of Massachusetts, to the extent not preempted by or inconsistent with federal law, will govern these Terms and any claim, without regard to conflict of law provisions.

#### Unsolicited Material

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

#### Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account in Account Settings. For instruction on how to delete your account visit the [Help Center](#).