



Terms of Use

Effective: May 25, 2018

Last Revised: May 25, 2018

The tencaptennis.com web site and any derivative, Organization (as defined below) or other web site on which these Terms of Use are posted are owned and/or operated by Tencap Sports, LLC, a Kansas limited liability company ("Tencap Tennis"). Tencap Tennis has adopted these Terms of Use ("Terms of Use" or "Agreement") to make you aware of the terms and conditions of your use of the tencaptennis.com web site, any derivative, Organization or other web sites on which these Terms of Use are posted and any Content, Widgets or other products or services (whether provided directly or indirectly by Tencap Tennis or by third parties or whether made available through APIs) that are offered or provided via the aforementioned web sites (collectively, the "Web Site"). In the event that you are or purport to be the agent of, represent, or otherwise act on behalf of a Organization, entity or any other person, references to "you," "your" or "User" shall include such entity or person in addition to such representative, and your acceptance of this Agreement shall constitute acceptance on behalf of such entity or person.

Tencap Tennis reserves the right, at its discretion, to change, modify, add or remove portions of these Terms of Use at any time by posting such changes to this page. You understand that you have the affirmative obligation to check these Terms of Use periodically for changes, and you hereby agree to periodically review these Terms of Use for such changes. The continued use of the Web Site following the posting of changes to these Terms of Use will constitute your acceptance of those changes. The most current version of these Terms of Use can be reviewed at www.tencapsports.com.

BY USING OR OTHERWISE ACCESSING THE WEB SITE, CREATING, REGISTERING OR ACCESSING AN ACCOUNT, POSTING OR DOWNLOADING CONTENT, WIDGETS OR ANY OTHER INFORMATION TO OR FROM THE WEB SITE, PURCHASING ANY PRODUCTS OR SERVICES VIA THE WEB SITE OR MANIFESTING YOUR ASSENT TO THESE TERMS OF USE IN ANY OTHER MANNER, YOU HEREBY UNEQUIVOCALLY AND EXPRESSLY AGREE TO, AND SHALL BE SUBJECT TO, THESE TERMS OF USE. IF YOU DO NOT UNEQUIVOCALLY AGREE TO THESE TERMS OF USE, YOU MAY NOT USE OR OTHERWISE ACCESS THE WEB SITE, CREATE, REGISTER OR ACCESS AN ACCOUNT, POST OR DOWNLOAD CONTENT, WIDGETS OR ANY OTHER INFORMATION TO OR FROM THE WEB SITE OR PURCHASE ANY PRODUCTS OR SERVICES VIA THE WEB SITE.

General Terms of Use and Restrictions on Use

Tencap Tennis hereby grants you a limited, nonexclusive, nonassignable, nontransferable license to access and use the Web Site solely for your own personal, non-commercial purposes subject to your agreement to, compliance with and satisfaction of these Terms of Use. In the event that you subscribe to any services or Content provided by Tencap Tennis via the Web Site on a subscription basis (the "Subscription Content"), upon payment of any applicable fees or other charges associated with such subscription, Tencap Tennis grants you a limited, non-exclusive, nonassignable, nontransferable license to access and use such Subscription Content for the term of the subscription solely for the noncommercial, personal use of User or for the internal, Organization-related business needs of the entity of which User is an authorized representative as agreed to by Tencap Tennis, and subject to your agreement to, compliance with and satisfaction of these Terms of Use. All rights not otherwise expressly granted by these Terms of Use are reserved by Tencap Tennis. If you do not comply with the Terms of Use at any time, Tencap Tennis reserves the right to revoke the aforementioned license(s), limit your access to the Web Site or restrict your ability to post or download Content, Widgets or order products and services. You agree not to reproduce, duplicate, copy, distribute, transmit, sell, trade, resell or exploit for any purpose any portion of or any information from the Web Site. You may not obscure or remove any proprietary rights notices contained in or on the Content. You are solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for your access to and use of the Web Site or any part thereof.

Tencap Tennis may discontinue or alter any aspect of the Web Site, remove Content from the Web Site, disable Widgets, restrict the time the Web Site is available or restrict the amount of use permitted at Tencap Tennis's sole discretion and without prior notice or liability. You agree that Tencap Tennis may, under certain circumstances, immediately suspend and/or terminate your access to the Web Site or any part thereof. Cause for such measures shall include, without limitation: (a) breaches or violations of these Terms of Use or other incorporated agreements or guidelines; (b) discontinuance or material modification to the Web Site; (c) unexpected technical or security issues or problems; (d) extended periods of inactivity; and/or (e) engagement by you in fraudulent or illegal activities. You further agree that such measures shall be taken in Tencap Tennis's sole discretion and without liability to you or any third party.

For purposes of these Terms of Use, references to "post" or "posting" shall refer to any manner of posting, transmitting, uploading, providing, making available or otherwise transferring material or information.



Tencap Tennis Intellectual Property

Unless otherwise specifically noted in these Terms of Use, images, trademarks, service marks, logos and icons displayed on the Web Site, including, without limitation, Tencap®, Tencap Tennis™ and What's Your Tencap™, are the property of Tencap Tennis and/or its licensors and may not be used without Tencap Tennis's prior written consent. Trademarks owned by third parties are the property of those respective third parties. The Web Site, including, without limitation, any Subscription Content, is the copyrighted property of Tencap Tennis, and it may not be reproduced, recreated, modified, accessed or used in any manner or disseminated or distributed to any other party in violation of these Terms of Use or without Tencap Tennis's prior approval. Any unauthorized use of any Content or Widgets, whether owned by Tencap Tennis or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. You will not copy, reverse engineer, disassemble, decompile, translate, modify, reproduce, republish, transmit, sell, offer for sale, disseminate or redistribute the intellectual property found in the Web Site or any part thereof or grant any other person or entity the right or access to do so.

Accounts

For certain aspects of the Web Site, you may be asked to create, register or confirm an account. In the event you agree to create, register or confirm an account, you will select and/or receive a username and password upon providing any required registration information, meeting or satisfying any registration requirements and upon successfully completing the registration process, or the health, fitness or other club, league, academy, school, federation, team, association or other organization to which you belong (each, an "Organization") will provide you account information which you will use to verify and confirm your account. You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You may be asked to confirm certain information about yourself provided by your Organization to Tencap Tennis. You agree to immediately notify Tencap Tennis in the event (a) your registration information changes, or (b) you learn of or have reason to suspect any unauthorized use of your account or any other breach of security. You also agree that you will provide truthful and accurate information during the registration process. Tencap Tennis may refuse to grant a particular username to you for any reason, including, without limitation, in the event Tencap Tennis determines that such username impersonates someone else, is protected by trademark or other proprietary right law or is vulgar or otherwise offensive. You are prohibited from selling, trading or otherwise transferring your account to another party or using another person's account without Tencap Tennis's express written consent. You acknowledge and agree that certain Organization personnel will be able to view and modify your account information based upon changes to your Organization membership information and based upon your tennis play at or with such Organization.

Additionally, in the event you terminate your affiliation with a particular Organization, or in the event an Organization terminates its affiliation with Tencap Tennis, you acknowledge and agree that Tencap Tennis may retain your personal account information, as well as your match and rating history and any related information, in order to allow you to transfer your account to another Organization, reactive your account with a previous Organization or to otherwise maintain your account with Tencap Tennis. In the event that you would like Tencap Tennis to terminate your account and remove your personal information, please contact Tencap Tennis at info@tencapsports.com.

Content

You acknowledge that the Web Site may contain or provide access to information, software, photos, video, text, graphics, music, sounds or other material provided by Tencap Tennis or third parties (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. For the avoidance of doubt, references to Content shall include User Content and Subscription Content.

The Content posted by users via the Web Site ("User Content") is the intellectual property of the specific users of the Web Site who post such User Content and their licensors, if any. Tencap Tennis does not claim any ownership rights in such User Content. By posting User Content via the Web Site, however, you hereby grant to Tencap Tennis a limited, transferable, nonexclusive, worldwide, perpetual, royalty-free license to use, reproduce, modify, edit, adapt, publish, translate, publicly display, distribute, transmit, sell, sublicense and create derivative works and compilations incorporating such User Content.

Tencap Tennis does not generally monitor or otherwise remove User Content after it is posted on the Web Site except under certain limited circumstances as required or permitted by law or otherwise in the sole discretion of Tencap Tennis. In the event you would like to request that Tencap Tennis remove your User Content from the Web Site, please contact Tencap Tennis at info@tencapsports.com. Please note however, that if Tencap Tennis agrees, in its sole discretion to remove your User Content, such User Content may not be completely removed or may otherwise still be available to others in the following circumstances: (a) your User Content has been incorporated into derivative works or compilations created by Tencap Tennis or other parties; (b) such User Content has been retained in Tencap Tennis's data backup systems or for



archival purposes; or (c) to the extent such User Content has been downloaded by other persons and such persons retain your User Content.

Widgets

Tencap Tennis widgets ("Tencap Tennis Widgets") are tools which you may install on your mobile device or place on your web site in order for visitors to your web site to access and view Content and other information located on the Tencap Tennis Web Site. Tencap Tennis Widgets may include, without limitation, Tencap Tennis trademarks and logos, headlines and links to articles located on the Tencap Tennis Web Site, search boxes which link to Content and other information located on the Tencap Tennis Web Site, and advertising for Tencap Tennis and third party products and services. References to Tencap Tennis Widgets herein shall include, without limitation, all associated Content and information provided via the Tencap Tennis Widgets, all software files or other intellectual property comprising or provided via the Tencap Tennis Widgets, all data and code that accompanies the Tencap Tennis Widgets, and all upgrades, enhancements, modifications, updates and revisions of such software and code.

Your use of the Tencap Tennis Widgets is subject to all of the general terms and restrictions of use contained elsewhere in these Terms of Use, as well as all of the other terms and conditions contained herein. You are not licensed to use the Tencap Tennis Widgets for any other purposes, and nothing herein shall be deemed to grant you any right, title or interest in the Tencap Tennis Widgets. Without limiting the generality of the foregoing, you may not use the Tencap Tennis Widgets to offer or promote, or otherwise use the Tencap Tennis Widgets in association with, any products or services for sale.

In the event you place Tencap Tennis Widgets on your web site, you may not use the Tencap Tennis Widgets in any manner that would constitute an endorsement (whether express or implied) by Tencap Tennis (including any of its parent, subsidiary or related companies) of your web site or any product, service or activity contained on your web site. You may not place the Tencap Tennis Widgets on any web site that includes content that is offensive, abusive, harassing, threatening, discriminatory, vulgar, pornographic or otherwise inappropriate as determined by Tencap Tennis in its sole discretion. The Tencap Tennis Widgets may be used only with those platforms from which a functional link is made available that directs users to Content and other information as located on the Tencap Tennis Web Site. You may not use the Tencap Tennis Widgets in any manner that does not permit successful linking to, redirection to or delivery of the applicable Tencap Tennis web page. You may not insert any intermediate page, splash page or other content between the Tencap Tennis Widget link and the applicable Tencap Tennis web page. Tencap Tennis may use data capture, syndication analysis and other similar tools to track, extract, compile aggregate and analyze any data or information resulting from use of a Tencap Tennis Widget.

Please be aware that Tencap Tennis delivers Content on the Web Site via or allows third parties to post widgets provided by third parties ("Third Party Widgets"). These Third Party Widgets are controlled by third party content providers ("Widget Providers"). Tencap Tennis does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available through such Third Party Widgets. The Third Party Widgets may use "cookies" or otherwise gather or collect information about you, including by asking you to provide information through such Third Party Widgets. The use of these Third Party Widgets, as well as the privacy practices of the Widget Providers, are governed by the applicable Widget Providers' separate terms of use and privacy policies, if any. Tencap Tennis strongly encourages you to review any separate terms of use and privacy policies governing use of these Third Party Widgets.

References to "Widgets" throughout these Terms of Use shall include both Tencap Tennis Widgets and Third Party Widgets.

Providing information

By providing the personal information of any individual to us, you attest that you have the consent of said individual to share that personal information with us subject to the provisions within our Privacy Policy.

Tencap Tennis's Privacy Policy

Tencap Tennis collects, stores and uses data collected from you in accordance with Tencap Tennis's Privacy Policy, a copy of which is located at www.tencapsports.com/privacy.aspx. The terms and conditions of the Privacy Policy are hereby expressly incorporated into these Terms of Use.

Links

The Web Site may provide, or third parties may provide, links to other web sites or resources on the Internet. Additionally, the Web Site may reside within the Internet site or domain of an Organization or other third party. Because Tencap Tennis has no control over such web sites or resources, you acknowledge and agree that Tencap Tennis is not responsible for the



availability of such external web sites or resources, and Tencap Tennis does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such web sites or resources or for any privacy or other practices of the third parties operating those web sites or resources. You further acknowledge and agree that Tencap Tennis shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such Content, goods or services available on or through any such web site or resource. Tencap Tennis strongly encourages you to review any separate terms of use and privacy policies governing use of these third party web sites and resources.

Tencap Tennis Communications

In the course of providing you with access to and use of the Web Site or any portion thereof, Tencap Tennis and your Organization may need to communicate with you via email or other methods (see the Privacy Policy to learn more about communications). You agree to receive communications that are specific to your account and necessary for the normal functioning of the Web Site, including a series of welcome communications which help inform new Users about various features of the Web Site. You also agree to have your name and/or email address listed in the header of certain communications that you initiate through the Web Site.

Purchases

Tencap Tennis may allow users to place Orders for products, subscriptions and/or services via the Web Site or through its third-party affiliates. "Order" shall mean any order placed by a user for products, subscriptions and/or services via the Web Site that is accepted by Tencap Tennis or its third party affiliates. In the event that you are a user placing an Order to purchase products, subscriptions and/or services, you are subject to and agree to the additional terms and conditions of this section. Please note that in some cases, you may be directed to a third-party web site to make purchases. In such an event, the purchase terms in this section do not apply, and your purchase will be governed by the terms of such third-party web site. By making such purchases, you hereby agree that Tencap Tennis has no responsibility, and shall have no liability, for any claim related to your purchases on such third-party web sites.

Upon placing an Order, you shall pay to Tencap Tennis (or the applicable third party affiliate) the purchase price as set forth in the "Shopping Cart" or similar ordering mechanism. Tencap Tennis or its third-party affiliates may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third-party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your order.

Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and Tencap Tennis reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, Tencap Tennis (or the applicable third party affiliate) will issue you the appropriate credit within a reasonable time after your order has been revoked.

In the event you purchase a product that must be shipped to you, such products will be shipped by Tencap Tennis and/or its third-party contractors within a reasonable time after processing of your order. Shipment time will vary depending on the shipping method and service you select. Tencap Tennis does not guarantee delivery at any certain time and is not responsible for shipping delays.

In the event you purchase subscriptions and/or services that embody or otherwise contain Subscription Content, you agree to the following restrictions regarding such Subscription Content or other information contained or embodied therein: (a) such Subscription Content (i) is the confidential information of Tencap Tennis, (ii) you may use the Subscription Content for your personal or internal Organization-related business needs of your entity only in accordance with the terms of this Agreement, (iii) you may not disclose the Subscription Content to third parties, and (iv) you will use best efforts to safeguard such Subscription Content from unauthorized use or disclosure; (b) you may not resell any Subscription Content or otherwise profit from its use or display without the prior authorization of Tencap Tennis; (c) you may not, nor will you allow any other party to, reproduce, modify, edit, adapt, publish, translate, display, distribute, sell, sublicense or create derivative works or compilations incorporating such Subscription Content; (d) you will not otherwise violate any additional legal or contractual restrictions governing use of the Subscription Content; and (e) you will not obscure or remove any proprietary rights notices contained in or on the Subscription Content.

In the event a product ordered by you is damaged upon receipt, Tencap Tennis, at its sole option, may provide a replacement product or refund the purchase price. Damaged products which Tencap Tennis will accept for return or refund include products that are missing, torn or physically damaged or inoperable. Otherwise, Tencap Tennis cannot guarantee the quality of the products sold via the Web Site that contain User Content or guarantee the lack of errors in such User Content



(including, without limitation, misspellings and grammatical or other errors). Tencap Tennis does not monitor or inspect User Content prior to inclusion in products sold via the Web Site, and the user creating and/or posting such User Content bears all responsibility for such User Content.

User Representations

You hereby represent and warrant to Tencap Tennis that: (a) you (i) have reached the age of majority in the jurisdiction where you reside (generally 18, 19 or 21 years of age depending on the jurisdiction), (ii) are an emancipated minor under the laws of your jurisdiction of domicile and/or residence or (iii) otherwise have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to Tencap Tennis is truthful, accurate and complete; (c) you are an authorized signatory of the credit or debit card or other method of payment that you provide to Tencap Tennis or its third-party payment processor to pay the purchase price and any applicable fees or taxes related to your purchases of products and/or services via the Web Site; (d) you will comply with the terms and conditions of these Terms of Use and any other agreement to which you are subject that is related to your use of the Web Site or any part thereof; (e) you have provided and will maintain accurate and complete registration information with Tencap Tennis, including, without limitation, your legal name, address, email address, and any other information Tencap Tennis may reasonably require; (f) your access to and use of the Web Site or any part thereof and/or purchase and use of any products or services will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (g) you will immediately notify Tencap Tennis in the event that you learn or suspect that your registration information, username or password has been disclosed or otherwise made known to any other person; and (h) if you purport to be the agent of, represent or otherwise act on behalf of an Organization, entity or any other person, that you are in fact an authorized representative of such Organization, entity or other person.

In the event that you post any User Content via the Web Site, you hereby make the following additional representations and warranties to Tencap Tennis: (1) you are owner of such User Content or otherwise have the right to grant Tencap Tennis the licenses granted pursuant to this Agreement; (2) you have secured any and all consents necessary to post the User Content and to grant the foregoing licenses; (3) the User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such User Content does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any User Content will not result in harm or personal injury to any third party; and (5) all factual information contained in the User Content is true and accurate.

Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Web Site or any part thereof or any Content that you may purchase via the Web Site, which includes, without limitation: (a) use of the Web Site to post or store material or information that, is or to a reasonable person may be unlawful, harmful, tortious, abusive, obscene, pornographic, defamatory, libelous, harassing, invasive of another's privacy, offensive, vulgar, threatening, malicious, hateful or racially, ethnically or otherwise objectionable; (b) use of the Web Site to post or store Content, files, graphics, software or other material or information that actually or potentially infringe the rights of any person, including, without limitation, the copyright, trademark, patent, trade secret or other intellectual property rights, or privacy, moral or publicity rights, of any person; (c) use of the Web Site to interfere, disrupt or attempt to gain unauthorized access to other accounts on the Web Site or any other computer network; (d) use of the Web Site to post or store viruses, Trojan horses or any other malicious code or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, system or telecommunications equipment; (e) use of the Web Site to post, store or transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or other fraudulent schemes, or any other form of solicitation (including, without limitation, using the Web Site to send unsolicited commercial or promotional messages to other parties, and using the Web Site to connect to people who do not know you and then sending them unsolicited commercial or promotional messages without their permission); (f) forging headers or otherwise manipulating identifiers in order to disguise the source or origin of any communications transmitted through the Web Site; (g) use of any manual or automated software, devices or other processes to "crawl" or "spider" any web pages contained in the Web Site (including, without limitation, the use of robots, bots, spiders, scrapers or any other means to extract pricing, product, service or other data from the Web Site); (h) framing or otherwise simulating the appearance or functions of the Web Site or any portion thereof; (i) harvesting or otherwise collecting any information about other Users, including, without limitation, email addresses or other contact information of other Users; (j) alter the account information of a user or alter User Content posted by a user when you have not been granted privileges to do so; and (k) use of the Web Site to engage in any activity that, as determined by Tencap Tennis, may intentionally or unintentionally violate these Terms of Use, violate any applicable laws or regulations or conflict with the spirit or intent of these Terms of Use.

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS:



Tencap Tennis uses reasonable efforts to maintain the Web Site, but Tencap Tennis is not responsible for any defects or failures associated with the Web Site, any part thereof, any User Content posted using the Web Site, Widgets, or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures. The Web Site may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which Tencap Tennis may undertake from time to time, or (c) causes beyond the control of Tencap Tennis or which are not foreseeable by Tencap Tennis. In addition, Tencap Tennis makes no warranties or guarantees as to any Organizations or as to any web sites and information located worldwide throughout the Internet that you may access as a result of your use of the Web Site, including as to the accuracy, content, or quality of any such sites and information or the privacy practices of any such site.

Tencap Tennis does not control the User Content posted by its users, nor does it have any obligation to monitor such User Content for any purpose. Despite the fact that it has no monitoring obligations, Tencap Tennis reserves the right to remove any and all material that it feels is actually or potentially inappropriate, offensive, illegal or harmful any respect or which may violate these Terms of Use. Because the User Content offered via the Web Site is provided by other users, and because Tencap Tennis does not monitor or exercise control over the User Content, Tencap Tennis does not make any warranties or representations regarding any of the User Content offered via the Web Site or the quality thereof. Tencap Tennis does not necessarily approve, endorse, sanction, encourage, verify or agree with any message posted by its users or otherwise embodied in the Content or any actions of any user or Organization. You agree that you rely on any information posted by users at your own risk. You understand that by using the Web Site, you may be exposed to Content that may be offensive, indecent, vulgar, defamatory or otherwise objectionable, and that in no way shall Tencap Tennis be liable under any theory for such exposure. While Tencap Tennis may officially sponsor certain sanctioned events and professionals pursuant to separate written agreements, Tencap Tennis does not endorse or sponsor any Organization or any activities of any user or third party, whether online or off-line. If you interact with any users or third parties online or off-line, you do so at your own risk.

Tencap Tennis is not a backup service for storing User Content, and Tencap Tennis shall have no liability regarding any loss of User Content. You are solely responsible for creating backups of any User Content you post using the Web Site.

THE WEB SITE, ANY CONTENT, ANY WIDGETS AND ANY PRODUCTS OR SERVICES PROVIDED VIA THE WEB SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TENCAP TENNIS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION, TENCAP TENNIS MAKES NO WARRANTY THAT THE WEB SITE, ANY CONTENT, ANY WIDGETS OR ANY PRODUCTS OR SERVICES PROVIDED VIA THE WEB SITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE WEB SITE WILL MEET YOUR EXPECTATIONS. ANY CONTENT, WIDGETS OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEB SITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH THE WEB SITE OR ANY PRODUCT SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TENCAP TENNIS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, LOSS OF OR INJURY TO LIFE OR OTHER INTANGIBLE LOSSES (EVEN IF TENCAP TENNIS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WEB SITE, ANY CONTENT, WIDGETS OR ANY PRODUCTS OR SERVICES PURCHASED VIA THE WEB SITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEB SITE OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE WEB SITE, ANY CONTENT, WIDGETS OR THE PURCHASE OF PRODUCTS OR SERVICES. IF YOU ARE DISSATISFIED WITH THE WEB SITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE WEB SITE AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. IN NO EVENT SHALL TENCAP TENNIS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO,



NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB SITE, WIDGETS, PURCHASING ANY CONTENT OR PURCHASING TENCAP TENNIS'S PRODUCTS OR SERVICES OR ANY AMOUNT RETAINED BY TENCAP TENNIS FOR PROVIDING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless Tencap Tennis, its officers, members, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorneys' fees and costs and expenses, arising out of or in any way connected with (a) your access to or use of the Web Site or any part thereof, (b) any User Content you post via the Web Site, (c) a breach or alleged breach by you of any of your representations, warranties, covenants or obligations under this Agreement, (d) infringement or misappropriation by you of any intellectual property or other rights of Tencap Tennis or third parties, (e) any negligence or willful misconduct by you, (f) your use of any Content, Widgets services or products provided by Tencap Tennis, (g) the purchase or use by you of products and services offered via the Web Site, and/or (h) any other claim arising out of or related to this Agreement.

Term and Termination

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that Tencap Tennis, in its sole discretion, may terminate your use of the Web Site or any part thereof upon prior notice, and remove and discard any Content, in the event you violate these Terms of Use. You agree that Tencap Tennis may immediately suspend your account and your access to the Web Site or any part thereof in order to conduct an investigation in the event it believes you have violated these Terms of Use or if it determines that you are a repeat infringer of another's intellectual property or other rights. Tencap Tennis may also, in its sole discretion and at any time, discontinue providing the Web Site, any part thereof, any User Content or any products advertised thereon, with or without notice. In addition to any other method of termination or suspension provided for in this Agreement, Tencap Tennis reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days notice to you. Further, you agree that Tencap Tennis shall not be liable to you or any third party for any termination or suspension of your access to the Web Site or any part thereof, removal of User Content or sale of any products. You may terminate this Agreement at any time by immediately discontinuing all access to the Web Site and by providing written notice to Tencap Tennis of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which Tencap Tennis may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Web Site and any Content provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

Governing Law and Other Miscellaneous Terms

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against Tencap Tennis, and Tencap Tennis shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to Tencap Tennis which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that Tencap Tennis has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies Tencap Tennis may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by and construed and enforced in accordance with the laws of Missouri, without regard to its conflicts or choice of laws principles. ANY SUIT, ACTION OR PROCEEDING CONCERNING OR RELATING TO THE WEB SITE, ITS USE, THESE TERMS OF USE, CONCERNING ANY SALE OR CONCERNING ANY OTHER PRODUCT, SERVICE, POLICY OR PROCEDURE OF TENCAP TENNIS, MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN JACKSON COUNTY, MISSOURI, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT (AND OF THE



APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete and exclusive statement of the Agreement between the parties with respect to the Web Site, Content, Widgets and products and services offered via the Web Site, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Web Site, Content, Widgets and products and services sold via the Web Site. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

Tencap Tennis makes no representation that Content or other material or information on the Web Site is appropriate to or available in locations outside of the United States. You may not use the Web Site or export Content in violation of United States export laws, regulations or restrictions. If you access the Web Site from outside of the United States, you are responsible for compliance with all applicable laws.

Copyright and Copyright Notices

Tencap Tennis respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Tencap Tennis's Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Web Site sufficient to allow us to locate the allegedly infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact Tencap Tennis's Copyright Agent for Notice of Claims of copyright infringement at: info@tencapsports.com. Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.



Counter-Notice. If you believe that the User Content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the User Content, you may send a counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Jackson County, Missouri, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Tencap Tennis may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the person providing such User Content, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Tencap Tennis's sole discretion.