

San Francisco Tennis Rally + Match Play – Find People To Play

- Finding Tennis Players To Compete And Have Fun -

≡ MENU

TERMS OF SERVICE

Summary

1. You must be 18 years and older to join the San Francisco Tennis Slack group.
2. Be respectful in all your virtual and in real life interactions to other members.
3. Book tennis courts if you are inviting someone or be clear about walk up courts, bring tennis balls to the court, be on time, be respectful on court.
4. Tony T. reserves the right to remove anyone from the Slack group who violates the term of service.

1. ACCEPTANCE OF TERMS

San Francisco Tennis Group, LLC dba sf-tennis.org, on its behalf and on behalf of its subsidiaries, affiliates, officers, employees, agents, partners, and licensors (collectively “SFT” for purposes of these Terms of Services) welcomes you. SFT provides its service to you subject to the following Terms of Service (“TOS”), which may be updated by us from time to time without notice to you. You are entering into this contract with SFT (also referred to as “we” and “us”). In addition, when using particular SFT owned or operated services, you and SFT shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. SFT may also offer other services that are governed by different Terms of Service.

You agree that by creating an account with SFT, registering, accessing or using our Services (described below), you are agreeing to enter into a legally binding contract with SFT (even if you are using our Services on behalf of a company). If you do not agree to this contract (“Contract” or “User Agreement”), do not create an account, access, or use our Services (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this contract, at any time you can do so by closing your account and no longer accessing or using our Services.

2. DESCRIPTION OF SERVICE

SFT provides users with access to the tennis community and all complimentary side products now known or hereafter developed (the “Service”). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for SFT to provide the Service. You also understand and agree that the Service may include certain communications from SFT, such as service announcements, administrative messages and the SFT Newsletter, and that these communications are considered part of SFT membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new SFT Services, shall be subject to the TOS. You understand and agree that the Service is provided “AS-IS” and that SFT assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. The Services are not for use by anyone under the age of 18. To use the Services, you agree that: (1) you must be the “Minimum Age” (described below) or older; (2) you will only have one SFT account, which must be in your real name; and (3) you are not already restricted by SFT from using the Services. Creating an account registered on behalf of others or persons under the age of 18 is a violation of our terms. “Minimum Age” means 18 years old. However, if law requires that you must be older in order for SFT to lawfully provide the Services to you without parental consent (including using

of your personal data) then the Minimum Age is such older age. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or SFT has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, SFT has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Please remember that the Service is designed to appeal to a broad audience.

4. SFT PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at sf-tennis.org/privacy. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by SFT and its affiliates.

5. MEMBER ACCOUNT, PASSWORD AND SECURITY

Members are account holders. You agree to: (1) try to choose a strong and secure password; and (2) keep your password secure and confidential. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (1) immediately notify SFT of any unauthorized use of your password or account or any other breach of security, and (2) ensure that you exit from your account at the end of each session. SFT cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not SFT, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. SFT does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content.

You understand that by using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. SFT generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse.

You agree to not use the Service to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harm minors in any way;

impersonate any person or entity, including, but not limited to, a SFT official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose;

imply or state that you are affiliated with or endorsed by SFT without our express consent;

rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without TLN's consent;

use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;

monitor the Services' availability, performance or functionality for any competitive purpose;

overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services;

interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms);

violate the policies or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service;

violate the intellectual property or other rights of SFT, including, without limitation, (i) copying or distributing our technology, unless it is released under open source licenses; (ii) using the phrase "Tennis League Network" or our logos in any business name, email, or URL except as provided by express written consent by SFT;

upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology) to scrape the Services or otherwise copy profiles and other data from the Services;

override any security feature or bypass or circumvent any access controls or use limits of the Service;

Disclose information that you do not have the consent to disclose (such as confidential information of others);

provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

“stalk” or otherwise harass another; and/or

collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge that SFT may or may not pre-screen Content, but that SFT and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or move any Content that is available via the Service. Without limiting the foregoing, SFT and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by SFT or submitted to SFT, including without limitation information in SFT Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that SFT may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of SFT, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by SFT and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

7. INTERSTATE NATURE OF COMMUNICATIONS ON SFT NETWORK

When you register with SFT, you acknowledge that in using SFT services to send electronic communications, you will be causing communications to be sent through SFT's computer networks, portions of which are located in California, Texas, Virginia, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of TLN's network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

8. SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

9. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

SFT does not claim ownership of Content you submit or make available for inclusion on the Service. With respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you are only granting SFT and our affiliates a worldwide, transferable and sublicensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services and the services of others, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:

1. You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
2. We will not include your content in advertisements for the products and services of third parties to others without your separate consent (including sponsored content). However, we have the right, without payment to you or others, to serve ads near your content and

information, and your social actions may be visible and included with ads, as noted in the Privacy Policy.

3. We will get your consent if we want to give others the right to publish your content beyond the Services. However, if you choose to share your post as “public”, we will enable a feature that allows other Members to embed that public post onto third-party services, and we enable search engines to make that public content findable through their services.

4. While we may edit and make format changes to your content (such as translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.

5. Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others.

You and SFT agree that if content includes personal data, it is subject to our Privacy Policy.

You and SFT agree that we may access, store, process and use any information and personal data that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).

We may change or discontinue any of our Services. We don't promise to store or keep showing any information and content that you've posted.

SFT is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.

By submitting suggestions or other feedback regarding our Services to SFT, you agree that SFT can use and share (but does not have to) such feedback for any purpose without compensation to you.

You promise to only provide information and content that you have the right to share, and that your SFT profile will be truthful.

You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. SFT may be required by law to remove certain information or content in certain

countries.

With respect to Content you submit or make available for inclusion on publicly accessible areas of SFT Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific SFT Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or SFT removes such Content from the Service.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than SFT Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or SFT removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than SFT Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

“Publicly accessible” areas of the Service are those areas of the SFT network of properties that are intended by SFT to be available to the general public. By way of example, publicly accessible areas of the Service would include SFT Message Boards and portions of SFT Groups that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of SFT Groups that are limited to members.

10. PAYMENT

We are a free service as of 2022 and have no current plans to charge any payments. When you purchase any of our paid Services you agree to pay us the applicable fees and taxes and to additional terms specific to the paid Services. Failure to pay these fees will result in the termination of your paid Services. Also, you agree that:

1. We may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay other Services you may buy.
2. If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date.
3. All of your purchases of Services are subject to TLN's refund policy.
4. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.

11. INDEMNITY

You agree to indemnify and hold SFT and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

12. NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

13. MODIFICATIONS TO SERVICE

SFT reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that SFT shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

14. TERMINATION

You agree that SFT may, under certain circumstances and without prior notice, immediately terminate your SFT account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other

government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your SFT account includes (a) removal of access to all offerings within the Service, Groups, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in SFT's sole discretion and that SFT shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

On termination, you lose the right to access or use the Services. The following shall survive termination:

1. Our rights to use and disclose your feedback;
2. Members and/or Visitors' rights to further re-share content and information you shared through the Service to the extent copied or re-shared prior to termination;
3. Sections 6, 20 and 26 of this Contract;
4. Any amounts owed by either party prior to termination remain owed after termination.

15. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that SFT shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

16. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because SFT has no control over such sites and resources, you acknowledge and agree that SFT is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or

other materials on or available from such sites or resources. You further acknowledge and agree that SFT 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 use of or reliance on any such Content, goods or services available on or through any such site or resource.

17. SFT's PROPRIETARY RIGHTS

SFT reserves all of its intellectual property rights in the Services. Using the Services does not give you any ownership in our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. SFT trademarks, service marks, graphics, and logos used for our Services are trademarks or registered trademarks of SFT.

You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or by advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by SFT or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part.

SFT grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by SFT for use in accessing the Service.

18. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SFT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES,

AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

SFT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND 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.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SFT OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

19. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED UNDER LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT SFT AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES

FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

20. EXCLUSIONS AND LIMITATIONS

IN NO EVENT SHALL THE LIABILITY OF SFT AND ITS AFFILIATES (AND THOSE THAT SFT WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT THAT IS THE LESSER OF (A) FIVE TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR A PREMIUM SERVICE, IF ANY, OR (B) US \$1000.

THIS LIMITATION OF LIABILITY IS PART OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SFT AND SHALL APPLY TO ALL CLAIMS OF LIABILITY (E.G. WARRANTY, TORT, NEGLIGENCE, CONTRACT, LAW) AND EVEN IF SFT OR ITS AFFILIATES HAS BEEN TOLD OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF THESE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

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 OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

21. SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 17 and 18 again. They go doubly for you. In addition, for this type of information particularly, the phrase “Let the investor beware” is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. SFT and its licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

22. NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

23. NOTICE

We may modify this contract and our Privacy Policy from time to time. If we make material changes to it, we will provide you notice through our services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of our services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms. SFT may provide you with notices, including those regarding changes to the TOS, by email, regular mail or postings on the service.

24. TRADEMARK INFORMATION

The SFT, TLN's logo, SFT GROUPS trademarks and service marks and other SFT logos and product and service names are trademarks of SFT. Without SFT's prior permission, you agree not to display or use in any manner the SFT Marks.

25. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

SFT respects the intellectual property of others, and we ask our users to do the same. SFT may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide SFT's Copyright Agent the following information, refer to our [Copyright IP Policy](#).

26. GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and SFT and governs your use of the Service, superseding any prior agreements between you and SFT with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other SFT services, affiliate services, third-party

content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and SFT shall be governed by the laws of the State of Massachusetts without regard to its conflict of law provisions. You and SFT both agree that all claims and disputes can be litigated only in the federal or state courts in Boston, Massachusetts, USA, and you and SFT each agree to personal jurisdiction in those courts.

Waiver and Severability of Terms. The failure of SFT to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

If we don't act to enforce a breach of this Contract, that does not mean that SFT has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that SFT may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.

You agree that the only way to provide us legal notice is at the address below:

Tennis League Network

Address

Address

No Right of Survivorship and Non-Transferability. You agree that your SFT account is non-transferable and any rights to your SFT ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

League Rules. By signing up for our Services, you agree to play in accordance with the rules and regulations set forth by SFT found at <https://www.tennisnortheast.com/info/rules>. Any violation of the rules and regulations found at the previously mentioned link may result in

termination of membership and access to the Services according to Section 14.

As found in the rules and regulations, SFT offers a “no questions asked” money back guarantee for up to 7 days after the league’s start date. If you signed up for the tennis partner program it would be 1-week from your payment day or start of the program. If we can’t get you at least 6 tennis partners we will also reimburse your money. We reserve the right to deduct up to \$1 to cover transaction reversal fee. The 7-day money back guarantee refund policy isn’t valid after the kickoff of a tournament.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

You agree that you have read all rules and will follow leagues interpretations of those rules in regards to a player’s participation.

27. VIOLATIONS

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