

INTRODUCTION

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By creating an account, you agree to: (i) provide true, accurate and complete information about yourself as prompted by the registration form; and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You acknowledge and agree the USTA shall have no liability associated with or arising from your failure to maintain accurate Registration Data, including but not limited to your failure to receive critical information about the site, or services provided on this site or any mobile service, or your account. If the information you have supplied is

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The USTA, in facilitating transactions for certain services, bookings, promotions, or programs, will share your information with providers, clubs, venues, USTA sections or districts, USTA organizational members, affiliated businesses, sweepstakes partners, or any others the USTA deems necessary (collectively, "Permitted Third Parties"). Your registration constitutes permission for the USTA and Permitted Third Parties to contact you to fulfill the services offered on or through this site as well as for promotional and/or marketing purposes. Your relationship with each Permitted Third Party is independent of the USTA and subject to that Permitted Third Party's terms of use and/or privacy policy, as applicable. By registering, you acknowledge and agree that USTA does not and cannot control the actions of any Permitted Third Party, and you further agree to release and hold harmless USTA from any and all liability, injury, loss or damage of any kind that may arise from or out of your interaction with or information provided to or from such Permitted Third Party.

INFORMATION ON PROVIDERS, SERVICES, EVENTS, CLUBS AND VENUES

The USTA facilitates transactions between you and Providers, Clubs and Venues for tennis events and resources using the Tennis Management Tool. Information on this site is provided by Providers, Clubs or Venues in order to supply you with services. If you make a Booking or Purchase, you will enter into a contract with the relevant Provider, Venue, or Club. The USTA will facilitate that transaction by means of the Tennis Management Tools, but is not itself a party to that contract and the payment terms are between you and the Provider, Venue or Club. Additionally, each provider, venue or club has terms of service that will apply to each transaction. You should refer to the relevant Information Page and applicable provider, venue or club terms for services, events, bookings or purchase before concluding any transaction.

As the information is provided by the Providers, Clubs or Venues, the USTA can make no representation and gives no assurance as to accuracy of information presented by Providers, Clubs or Venues via the site.

Where the booking, service or purchase requires payment, the total charged assessed will include a transaction fee. Payment will be made to the provider of the applicable service. The transaction fee is a separate charge assessed by the USTA and payment processing providers.

CANCELLATION AND REFUNDS

The USTA tries to ensure that all prices on the site are accurate, however, errors may occur. If the USTA discovers an error in the price of the services, resources, events memberships or products, the USTA will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your purchase. If the USTA is unable to contact you, you agree that the USTA may treat the purchase as cancelled. If you choose to cancel after you have already paid the incorrect price for the purchase, you will receive a full refund from the USTA.

If you wish to cancel your Booking or Purchase, you must cancel the Booking or Purchase by contacting the Provider, Club or Venue directly within the number of days stipulated by the Provider, Club or Venue's refund policy and in accordance with that refund policy. If refunded, you will be refunded the full costs of the Provider services, Resource Booking, Event & Service or Membership services purchased less the transaction fee from the payment provider where applicable.

MERCHANDISE

Parties other than USTA sell product lines or merchandise through the USTA Tennis Management Tool. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from USTA. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals. USTA does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements, return policies, and other conditions of use prior to purchase.

PUBLIC COMMUNICATION

You may post reviews, comments, photos, videos, and other content and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. USTA reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content. By posting to this site, the USTA shall be entitled to unrestricted use of your posting for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the posting.

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While the USTA will use reasonable efforts to ensure that the site booking facility is available at all times, to keep unavoidable interruptions to a minimum and to give notice at log-in of anticipated interruptions, there will inevitably be times when it is unavailable.

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Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent.

Notification must be submitted to the following Designated Agent:

By mail:

United States Tennis Association
Attention: Legal Dept.
70 West Red Oak Lane
White Plains, NY 10604

By phone: (914) 696-7000

By email: copyrightagent@usta.com

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work (or multiple copyrighted works) claimed to have been infringed and a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, a telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We have no obligation to pursue any remedy or course of action if the information listed above is not timely and completely provided to us. As such, we shall not incur any liability from you by failing to pursue a claim of infringement.

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CONTACT

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