



## Terms of Use

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**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@tencaptennis.com](mailto:info@tencaptennis.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.