# **Tennis Pilot**

# Terms and Conditions

# **Background**

- 1. Tennis Pilot, sometimes referred to in marketing and communications as "Tennis Pilot Tips", or "we", ("TPT") provides the results of formalised research. TPT is not a betting syndicate, broker, betting agency, intermediary, or bookmaker. TPT does not accept or process bets in any form.
- 2. TPT does not encourage or endorse any form of gambling which is more than recreational. Whilst TPT may communicate the name of a bookmaker offering a particular bet, it is not affiliated in any way with any bookmaker.
- 3. TPT encourages the individual responsibility of its Members, Users, and any other relevant persons.

#### **Definitions**

- 4. For the purposes of these Terms and Conditions only, the following words have the following meanings:
  - a. "Member" means an individual who has purchased a subscription to the TPT email service
    where that subscription has not yet come to an end. For the avoidance of doubt, an individual
    or company that receives emails from TPT by any other means is *not* a Member;
  - b. "Record" means the following spreadsheet:
    - i. <a href="https://docs.google.com/spreadsheets/d/1wB-Jgb0QJ6MBntc\_SDctShXWeR3X6BixeuszeCWdqos/edit#gid=0">https://docs.google.com/spreadsheets/d/1wB-Jgb0QJ6MBntc\_SDctShXWeR3X6BixeuszeCWdqos/edit#gid=0</a>
  - c. "Service" means the sending of emails from mail@tennispilottips.com from time to time;
  - d. "User" means any visitor to TPT's Website or viewer of any other document published online by TPT, including the Record;
  - e. "Website" means the website hosted on the domain <u>www.tennispilottips.com</u> and any subdomains thereof.

## **Website**

- 5. By using TPT's Website or any document published by TPT on filesharing platforms, including the Record, you represent and warrant that you are at least 18 years of age, and agree to the following terms:
  - a. All content on the Website, unless stated otherwise, is the property of TPT or its affiliates.
  - b. You may, for your own non-commercial use, retrieve, display, and view content of the Website. You must not otherwise reproduce, modify, copy, distribute, or use for commercial purposes, any content of the website.
  - c. You may <u>not</u> use the content of the Website for any of the following purposes:
    - i. Inany way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website.
    - ii. In any way which is harmful, illegal, unlawful, abusive, harassing, threatening, or otherwise objectionable or in breach of any applicable law.

### Membership

By purchasing a subscription to the Service, Member agrees to the following terms:

- 6. Key terms
  - a. Member is responsible for compliance with any applicable laws, regulations, requirements, and restrictions.
  - b. Member is responsible for any use or misuse of information and/or content provided by TPT. TPT accepts no liability whatsoever for the use or misuse of these communications or for any losses howsoever arising.
  - c. Member shall not forward any communications from TPT to any third party.

#### 7. No warranty

a. TPT makes no warranty whatsoever as to the accuracy, timeliness, performance, completeness, or suitability of any information or content provided to Member.

#### 8. Termination

- a. A Member with a monthly recurring subscription may cancel the subscription at any time by cancelling his/her recurring payments to TPT. Upon cancellation, Member will continue to receive the benefit of the Service until the end of the month for which Member has already paid.
- b. A Member with a 6 month or 1 year subscription may cancel the subscription at any time by emailing <a href="mail@tennispilottips.com">mail@tennispilottips.com</a>. If Member cancels such subscription within 7 days of payment, Member is entitled to a full refund of the payment only. Termination at any other time will not give Member the right to any refund.
- c. TPT reserves the right to terminate any Member's subscription at its discretion, and will, in particular, exercise this right immediately where it becomes aware of any evidence of misuse of its content or information.

### 9. TPT Tips

- a. Most emails sent by TPT as part of the Service will have the subject "TPT Tips".

  Elements of the Service may from time to time vary in format and presentation.
  - b. Links to third party websites contained in emails from TPT are not to be construed as endorsement and TPT makes no warranties in relation to such third party sites.
  - c. The use of any information contained in emails from TPT for any activity whatsoever is solely at the discretion of the Member or other recipient.

# **PRIVACY POLICY**

This Privacy Policy applies between any User or Member and Tennis Pilot. TPT takes the privacy of your information very seriously.

- 10. TPT may collect the following data, which includes personal data, from you:
  - a. Your name
  - b. Any information supplied to us by a third party payment provider (such as PayPal) for the purposes of processing a payment
  - c. Your contact information
- 11. TPT may collect data in the following ways:
  - a. Data is given to TPT by you
  - b. Data is given to TPT by a third party payment provider
- 12. TPT will collect your data in a number of ways, for example:
  - a. When you contact TPT through the Website, by email, telephone, or any other means
  - b. When you register with TPT and set up an account to receive our services
  - c. When you complete surveys that TPT uses for research purposes (although you are not obliged to respond to them)
  - d. When you interact with TPT or contact TPT on any social media
  - e. When you make payments to TPT by any method
  - f. When you elect to receive marketing communications from TPT

## 13. Sharing data

a. TPT will not share your personal data beyond its own employees, partners, and affiliates.

#### 14. Keeping data secure

- a. TPT will use technical and organisational measures to safeguard your Data, for example:
  - i. TPT stores your data on password protected email servers, spreadsheets, and cloud drives.
- b. TPTshallnotbeliableforanydatabreachoftheserversofitsthird-partyproviders, including without limitation PayPal, Google, and Microsoft.
- c. If you suspect any misuse or loss or unauthorised access to your data, please let TPT know immediately via mail@tennispilottips.com

#### 15. Data retention

- a. TPT will hold your data on its databases and systems for the period necessary to offer its Service, or until you request that the data is deleted.
- b. Even if TPT deletes your data, it may persist on backup or archival material for legal, tax, or regulatory purposes.
- 16. You have the following rights in relation to your data:
  - a. Right to access
  - b. Right to correct
  - c. Right to erase
  - d. Right to restrict TPT's use of your data
  - e. Right to data portability
  - f. Right to object

#### 17. Third parties

a. TPTmay, from time to time, provide links to third party websites. TPT has no control over such websites and is not responsible for the content of these websites. This privacy policy does not extend to your use of any other website.

### Other Terms

- 18. Changes to these Terms and Conditions
  - a. TPT reserves the right to change these Terms and Conditions, including privacy policy, as it deems appropriate or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted them by continuing to access the Website or receive the benefit of our Service.
  - b. You may contact TPT any time via mail@tennispilottips.com
- 19. No rights under these Terms and Conditions, including privacy policy, are transferrable to any other person.
- 20. If any clause (or part of any clause) of these Terms and Conditions is found to be invalid or unenforceable, that clause or part of that clause will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other clauses will not be affected.
- 21. No delay, act or omission by TPT in exercising any right or remedy will be deemed to be a waiver of that, or any other, right or remedy.