

ITA Website Terms of Use

Last Modified: 9/28/2023

1. Acceptance of the Terms of Use

These terms of use are entered into by and between you and The Intercollegiate Tennis Association (the “**ITA**”, “**we**” or “**us**”). The following terms and conditions (including those described in any applicable addendum, these “**Terms of Use**”) govern your access to and use of the www.wearecollegetennis.com, www.itatennis.com, or collegetennisalumni.com website and all associated subdomains for these sites (collectively, the “**Websites**”), and any content, functionality and services offered on or through the Websites, whether as a guest or a registered user. The Websites facilitate our ability to provide information about intercollegiate tennis including information about player rankings, divisions, teams, events, awards, alumni, coaches, and officials. Users may join the ITA as a member and register with the Websites to access features specific to their membership such as gaining access to coaching services or alumni services. Users may also use the Websites to donate money to ITA.

Please read the Terms of Use carefully before you start to use the Websites. By using the Websites or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our [Privacy Policy](#), which is incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Websites.

The Websites are offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using the Websites, you represent and warrant that you are of legal age to form a binding contract with ITA and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Websites.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to, and use of, the Websites thereafter.

Your continued use of the Websites following the posting of a revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

3. Accessing the Websites and Account Security

We reserve the right to withdraw or amend the Websites, and any service or material we provide on the Websites, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Websites is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Websites, or all of either Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Websites.
- Ensuring that all persons who access the Websites through your internet connection are aware of these Terms of Use and comply with them.

To access the Websites or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Websites that all the information you provide on the Websites is correct, current and complete. You agree that all information you provide to register with the Websites or otherwise, including but not limited to through the use of any interactive features on the Websites, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our [Privacy Policy](#).

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to these Websites or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

4. Intellectual Property Rights

The Websites and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the ITA, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

If you are an individual, these Terms of Use permit you to use the Websites for your personal use only. If you are accessing and using the Websites on behalf of your employer or a team, these Terms of Use permit you to use the Websites for your employer's or team's internal business use. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Websites, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If you are using the Websites as an individual, you may print one copy of a reasonable number of pages of the Websites for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If you are using the Websites as a coach or a member of a team, you may print copies of a reasonable number of pages of the Websites for your team's internal business use and not for further reproduction, publication or distribution.

You must not:

- Modify copies of any materials from the sites.

- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Websites in breach of the Terms of Use, your right to use the Websites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Websites or any content on the Websites is transferred to you, and all rights not expressly granted are reserved by ITA. Any use of the Websites not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

5. Trademarks

The ITA name, our logo, and all related names, logos, product and service names, designs and slogans are trademarks of ITA or its affiliates or licensors. You must not use such marks without the prior written permission of ITA. All other names, logos, product and service names, designs and slogans on the Websites are the trademarks of their respective owners.

6. Prohibited Uses

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Websites:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," or "spam" or any other similar solicitation.

- To impersonate or attempt to impersonate the ITA, an ITA employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Websites, or which, as determined by the ITA, may harm the ITA or users of the Websites or expose them to liability.

Additionally, you agree not to:

- Use the Websites in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Websites, including their ability to engage in real time activities through the Websites.
- Use any robot, spider, or other automatic device, process, or means to access the Websites for any purpose, including monitoring or copying any of the material on the Websites.
- Use any manual process to monitor or copy any of the material on the Websites or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Websites.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Websites, the server on which the Websites are stored, or any server, computer or database connected to the Websites.
- Attack the Websites via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Websites.

7. User Contributions

The Websites may contain message boards, chat rooms, personal web pages, or profiles, forums, bulletin boards, comment sections and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Websites.

All User Contributions must comply with the content standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Websites, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not ITA, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Websites.

8. Monitoring and Enforcement; Termination

The ITA has the right to:

- Remove or refuse to post any User Contributions for any or no reason at the ITA's sole discretion.
- Take any action with respect to any User Contribution that the ITA deems necessary or appropriate in our sole discretion, including if the ITA believes that such User Contribution violates the Terms of Use, including the content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Websites, or the public or could create liability for ITA.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Websites.
- Terminate or suspend your access to all or part of the Websites for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, the ITA has the right to fully cooperate with any law enforcement authorities or court order requesting or directing the ITA to disclose the identity or other information of anyone posting any materials on or through the Websites. YOU WAIVE AND HOLD HARMLESS ITA AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

The ITA does not undertake to review all material before it is posted on the Websites, and cannot ensure prompt removal of objectionable material after it has been posted. The ITA assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. The ITA has no liability or responsibility to anyone for the performance or nonperformance of the activities described in this section.

9. Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, and User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our [Privacy Policy](#).
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by the ITA or any other person or entity, if this is not the case.

In addition to the above, if you are a coach, any User Contributions you post on the ITA Coaches Resources forum must comply with the guidelines in the [Forum Rules](#).

10. Contracts between You and a Third Party

The Websites may include various instruction and other service offerings that allow you to enter into online transactions with third-parties or advertisements for such instruction and other service offerings (including such transactions entered into with coaches such as signing up for a tennis camp) upon terms and conditions determined by such third-parties. While this Agreement establishes the terms and conditions for your interaction with the Websites, the specific terms and conditions of the transactions (such as pricing, refunds, etc.) entered into between you and such third-parties are established separately by you and the third-parties. You acknowledge and agree that ITA is not a party or an agent of any transactions conducted via the Websites or with the coaches that advertise on our Websites. The ITA does not set, control, or endorse the price, contract terms, quality, safety, conformance, or legality of the instruction or other services advertised or offered for sale via the Websites. As between the ITA and you, you take sole responsibility for any claims regarding your participation in any instruction or other services that the coaches offer. You further agree and acknowledge that the applicable third-party takes sole responsibility for all

instruction and other services provided or made available by such third-parties on or through the Websites or that are advertised on the Websites. In no event shall ITA be responsible for any liability resulting from or related to such instruction or other services or for your participation or inability to participate in services offered by coaches through the Websites or that are advertised on the Websites.

11. Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Websites infringes your copyright, you may request removal of those materials (or access to them) from the Websites by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Websites, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- Include both of the following statements in the body of the DMCA Notice:

"I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."

"I hereby state that the information in this DMCA Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

Our designated Copyright Agent to receive DMCA Notices is:

Copyright Agent
1130 East University Dr, Suite 115

Tempe, AZ 85281
602-316-6521
legal@itatennis.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Websites is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Repeat Offenders: Please note that it is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

12. Reliance on Information Posted

The information presented on or through the Websites is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Websites, or by anyone who may be informed of any of its contents.

The Websites may include content provided by third parties, including materials provided by third-party content providers. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by ITA, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of ITA. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

13. Changes to the Websites

We may update the content on the Websites from time to time, but the content is not necessarily complete or up-to-date. Any of the material on the Websites may be out of date at any given time, and we are under no obligation to update such material.

14. Information About You and Your Visits to the Websites

All information we collect on the Websites is subject to our Privacy Policy. By using the Websites, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

15. Donations

By entering your donation information when making a donation and clicking “Donate Now,” you hereby authorize ITA to process your donation through our third-party payment processor. If you sign up to make monthly donations to ITA, you also authorize us to process additional donations every month in the amount of your original donation until you request that we discontinue processing such donations. You can contact us at any time through the contact information below to modify or discontinue any such recurring donations. Your donation is subject to Section 12 below.

16. Online Payments

Terms of payment for all transactions, such as membership fees, event registration, and any other paid service or product or other financial transaction (including a donation), are within our sole discretion and payment must be received by us before our acceptance of an order for membership, registration, donation, or other paid service or product. We accept all major credit and debit cards for all purchases and donations. You represent and warrant that (i) the credit card information or debit card information that you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card or debit card for the purchase, (iii) charges incurred by you will be honored by your credit card company or debit card company, (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the respective Websites at the time of your order, and (v) if you are a minor, you are authorized by your parent or guardian to use the credit card or debit card for the purchase.

When you make a donation or an online payment, we do not receive your credit or debit card number. Instead, our payment processor stores your credit or debit card information and we may only store a “token” representation of your credit or debit card that may only be used by us in order to process monthly donations.

Unless otherwise stated, all paid transactions on the Websites, including membership fees, event registration, donations, and any other paid service or product, are non-refundable.

17. Linking to the Websites

You may link to pages of the Websites, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

18. Links from the Websites

If the Websites contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Websites, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

19. Geographic Restrictions

The owner of the Websites is based in the state of Arizona in the United States. We provide the Websites for use only by persons located in the United States. We make no claims that the Websites or any of their content is accessible or appropriate outside of the United States. Access to the Websites may not be legal by certain persons or in certain countries. If you access the Websites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

20. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Websites will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER

TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITES, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES IS AT YOUR OWN RISK. THE WEBSITES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ITA NOR ANY PERSON ASSOCIATED WITH ITA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, NEITHER ITA NOR ANYONE ASSOCIATED WITH ITA REPRESENTS OR WARRANTS THAT THE WEBSITES, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITES OR THE SERVER(S) THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE ITA HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

21. Limitation on Liability

IN NO EVENT WILL THE ITA, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITES, ANY WEBSITES LINKED TO THEM, ANY CONTENT ON THE WEBSITES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITES OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING,

EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

22. Indemnification

You agree to defend, indemnify and hold harmless the ITA, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Websites, including, but not limited to any use of the Websites' content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Websites.

23. Governing Law and Jurisdiction

All matters relating to the Websites and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Websites shall be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona in each case located in the City of Phoenix and Maricopa County although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

24. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITES MUST BE COMMENCED WITHIN ONE (1) YEAR

AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

25. Waiver and Severability

No waiver by the ITA of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the ITA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

26. Entire Agreement

The Terms of Use, the addendums, and our Privacy Policy constitute the sole and entire agreement between you and the ITA with respect to the Websites and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Websites.

27. Your Comments and Concerns

The Websites are operated by ITA, which is located at 1130 East University Drive Suite 115 Tempe, AZ 85281.

All other feedback, comments, requests for technical support and other communications relating to the Websites should be directed to: legal@itatennis.com.

Addendum for Coaches

These Addendum for Coaches (the "Addendum") governs your use of the Websites and the Websites' respective features and functions as a coach and any and all activities related to your use of the foregoing, including through offering your tennis related goods and services (such as lessons, tennis camps, and tournaments or matches) on or through the Websites. This Addendum is incorporated by reference into the Websites' Terms of Use to which this Addendum is attached. Please read this Addendum carefully

before you register as a coach on our Websites. By registering as a coach on our Websites, you confirm that you have read this Addendum and accept and agree to be bound and abide by this Addendum.

1. Participant Data

You acknowledge and agree that, in the course of your use of the Websites, you may create, receive, or have access to the Personal Information of players. You agree and covenant that you shall: (a) not create, collect, receive, transmit, store, dispose of, use, or disclose any Personal Information in violation of law; and (b) comply with the terms and conditions of your privacy notice in your creation, collection, receipt, transmission, storage, disposal, use, and disclosure of all Personal Information.

2. Offering Instruction or Other Services Through the Website

When offering instruction or other services through the Website (including for offering lessons, camps, or tournaments through the Website):

- You assume full responsibility for the services offered and the accuracy of the content and the listing;
- You may not offer instruction or other services on the Website for any illegal or unauthorized purpose nor may you, in any way related to your use of the Websites for offering instruction or other services, violate any laws in your jurisdiction, the laws applicable to you in the jurisdiction of any player who you instruct or otherwise participates in your services. You must at all times comply with all applicable laws, rules, and regulations in your offering and performance of any instruction or other services.
- We reserve the right to refuse or terminate your listing to offer instruction or other services through the Website for any reason, without notice at any time.

3. Representations and Warranties

You represent and warrant that: (a) you will provide and maintain accurate account information; (b) you have the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to teach and offer the instruction and other services that you offer through the Websites; (c) you will ensure a quality of service that corresponds with the standards of instruction services in general,

and instruction and services in the area of competitive tennis in particular; and (d) you will not interfere with or otherwise prevent other coaches from providing their instruction or other services.

4. Independent Contractors

In offering and providing any instruction or other services, you will be an independent contractor and not an employee of the ITA. You are not an agent of, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the ITA unless expressly authorized in writing by an officer of the ITA. You are solely responsible for the payment of all taxes, whether federal, state, or local in nature, including, but not limited to, sales taxes on any instruction or services provided through the Websites, or income taxes on any revenue obtained from any instruction or other services offered through the Websites.

Privacy Policy

Last modified: 9/28/2023

1. Introduction

The Intercollegiate Tennis Association (the “**ITA**” or “**we**” or “**us**”) respects your privacy and is committed to protecting it through compliance with this policy.

The Privacy Policy (the ITA’s “**Privacy Policy**”) describes the types of information we may collect from you or that you may provide when you become a member of ITA or visit the websites www.itatennis.com, www.wearecollegetennis.com, www.collegetennisalumni.com, or any of their subdomains (each, a “**Website**” and collectively, the “**Websites**”) and the ITA’s practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information the ITA collects:

- on our Websites;
- in email, text, and other electronic messages between you and our Websites;
- when you become a member of ITA;
- when you play at college varsity tennis tournaments and other ITA Tour events;
- when you make a donation or membership payment, either online or offline; and
- from third parties such as our member organizations and business partners.
- when you join the ITA College Tennis Alumni Network

It does not apply to information collected by:

- us through any other means, including on any other website operated by ITA or any third-party (including our affiliates and subsidiaries); or
- us or any of our affiliates or subsidiaries related to your or any other individual's employment or potential employment with us.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to become a member or use our Websites. By becoming a member or accessing or using these Websites, you agree to this Privacy Policy. This Privacy Policy may change from time to time (see [Changes to Our Privacy Policy](#)). Your continued membership or use of these Websites after we make changes is deemed to be acceptance of those changes, so please check this Privacy Policy periodically for updates.

2. Children Under the Age of 13

Membership in ITA and our Websites are not intended for children under 13 years of age. No one under age 13 may become a member or provide any Personal Information to or on the Websites. We do not knowingly collect Personal Information from children under 13. If you are under 13, do not register for membership or use or provide any information on our Websites or on or through any of its features or provide any information about yourself to us, including your name, address, telephone number, email address, or any screen name or user name you may use. If we learn we have collected or received Personal Information from a child under 13 without verification of

parental consent, we will delete that information. If you believe we might have any information from a child under 13, please contact us at legal@itatennis.com.

3. Information We Collect About You and How We Collect It

Generally

We collect several types of information from and about our members and users of our Websites ("**Personal Information**"):

- by which you may be personally identified, such as name, postal address, e-mail address, credit or debit card information (when you make a donation or a membership payment), account name, telephone number, or any other identifier by you may be contacted online or offline;
- that is about you but individually does not identify you, such as traffic data, location data, logs, referring/exit pages, date and time of your visit to our Websites, error information, clickstream data, and other communication data and the resources that you access and use on the Websites. This may also include certain demographic information or other information that you voluntarily submit to us, such as age, sex, race, skin color, year in school, collegiate division, year of birth, match scores and tournament results, and player status; and/or
- about your internet connection, the equipment you use to access our Websites and usage details.

We collect this information:

- directly from you when you provide it to us;
- as a result of your participation in ITA Tour events and other select college varsity tennis tournaments;
- automatically as you navigate through the Websites. Information collected automatically may include usage details, IP addresses, and information collected through cookies and other tracking technologies; and
- from third parties, for example, our business partners and member organizations such as schools and organizations that put on tennis events and keep track of match scores.

Information You Provide to Us

The information we collect when you register for a membership and on or through our Websites are:

- information that you provide by filling in forms to become a member or on our Websites. This includes information provided at the time of registering to become a member, subscribe to our newsletter, register for webinars, register for tournaments and coaches camps, lessons, and other similar events (including those events not sponsored by the ITA), or to otherwise use our Websites, sending us a message to contact us, or requesting further information. We may also ask you for information when you report a problem with our Websites;
- records and copies of your correspondence (including email addresses), if you contact us;
- details of transactions you carry out through our Websites and of the fulfillment of your orders. You may be required to provide financial information before placing an order through our Websites; and
- your search queries on the Websites.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Websites, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns:

- details of your visits to our Websites as described above; and
- information about your computer and internet connection (i.e., your IP address, operating system, and browser type).

The information we collect automatically may include Personal Information or we may maintain it or associate it with Personal Information we collect in other ways or receive from third parties. It helps us to improve our Websites and to deliver a better and more personalized service by enabling us to:

- estimate our audience size and usage patterns;
- store information about your preferences, allowing us to customize our Websites according to your individual interests;

- maintain whether you are logged in or logged out from our Websites;
- speed up your searches; and
- recognize you when you return to our Websites.

The automatic data collection technologies that we use include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies or alert you when cookies are being sent by activating the appropriate setting or settings on your browser. However, if you refuse to accept cookies by selecting such a setting you may be unable to access certain parts of our Websites. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Websites. You can find more information about cookies at <http://www.allaboutcookies.org>; and
- **Session Cookies.** Our use of cookies also includes “session cookies.” Each time you log into use our services, a session cookie containing an encrypted, unique identifier that is tied to your account is placed on your browser. We use session cookies containing encrypted information to allow us to uniquely identify you when you use our Websites. Session cookies are required to use our services.

Third Party Use of Cookies and Other Tracking Technologies. Some content or applications, including advertisements, on the Websites are served by third-parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Websites. The information they collect may be associated with your Personal Information or they may collect information, including Personal Information, about your online activities over time and across different websites and other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content. We do not control these third parties’ tracking technologies or how they may be used. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

Information We Collect From Third Parties

The information we collect from third parties may include your name, USTA ID number, ITF IPIN, age, date of birth, year of birth, year in school, email address, nationality, hometown, gender, school/team affiliation, and your match results. We may collect this information from coaches, schools, tournament and/or match hosts and officials, and other similar third parties.

4. How We Use Your Information

We use information that we collect about you or that you provide to us, including any Personal Information:

- to present our Websites and their contents to you;
- to provide you with information, products, or services that you request from us;
- if you have made a donation, to process your donation, issue tax receipts, learn about our donors, plan future fundraising activities and events, contact you about our charitable activities, events, and requests for future support, and analyze giving patterns;
- process payments for transactions such as payment of membership fees and event registration;
- to assist you with registering for lessons, training camps, tournaments, and other similar events, including those that may be held or sponsored by us or by third party individuals or other entities that use our Websites to facilitate such registration;
- to provide you with access to the benefits associated with your membership;
- to provide you with notices about your membership;
- to maintain your account with us;
- to send newsletters to you;
- to provide you with support and respond to your inquiries;
- to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- to notify you about changes to our membership and Websites or any products or services we offer or provide through them;

- to evaluate your match results and create rankings to use for seeding and selections for tennis tournaments;
- to publish your match results and rankings on our Website;
- to recognize and honor tennis coaches and players through our awards program;
- to fulfill any other purpose for which you provide it;
- in any other way we may describe when you provide the information; and
- for any other purpose with your consent.

We may also use your information to contact you about our own and third-parties' goods and services that may be of interest to you. If you wish to stop receiving information about such goods and services, you may send us an email stating your request at legal@itatennis.com or click an "Unsubscribe" link on one of the emails that we have sent to you. For more information, see [Choices About How We Use and Disclose Your Information](#).

5. Disclosure of Your Information

We may sell or share your information with other tennis ranking organizations for ranking tennis players or for recruiting for tennis related positions. If you are a coach, we may sell or share your information with our corporate sponsors. We will not otherwise share, sell, or disclose your Personal Information for purposes other than those outlined in this Privacy Policy. However, we may disclose aggregated information about our users, and information that does not identify any individual, without restriction.

We may disclose Personal Information that we collect or you provide as described in this Privacy Policy:

- to our subsidiaries and affiliates;
- to coaches and other entities that provide lessons, training camps, tournaments, and other similar events through the use of our Websites, whether sponsored by us or otherwise. Their use of your Personal Information is subject to their privacy notice. We do not control the data privacy or protection policies of these coaches, and we are not responsible for the privacy practices of these coaches;

- to contractors, service providers, and other third parties we use to support our business. These entities provide IT and infrastructure support services, and payment processing services. Our payment processors' privacy policies may be found at <http://stripe.com/us/privacy> and <https://squareup.com/us/en/legal/general/privacy>;
- to data brokers and aggregators;
- to our business partners, such as other tennis ranking organizations (for example, UTR);
- to a potential or actual buyer or other successor in the event of a planned or actual merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of ITA's assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Information held by ITA about our members and Websites' users is among the assets transferred;
- to fulfill the purpose for which you provide it;
- for any other purpose disclosed by us when you provide the information; and
- with your consent.

We may also disclose your Personal Information:

- to comply with any court order, law, or legal process, including to respond to any government or regulatory request;
- to enforce or apply our [Terms of Use](#) and other agreements, including for billing and collection purposes; and
- if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of ITA, our customers, or others.

6. Your California Privacy Rights

California Civil Code Section 1798.83 (California's "Shine the Light" law) permits users of our Websites that are California residents and who provide Personal Information in obtaining products and services for personal, family, or household use to request certain information regarding our disclosure of Personal Information to third parties for their own direct marketing purposes. If applicable, this information would include the categories of Personal Information and the names and addresses of those

businesses with which we shared your Personal Information with for the immediately prior calendar year (e.g., requests made in 2021 will receive information regarding such activities in 2020). You may request this information once per calendar year. To make such a request, please send an email to legal@itatennis.com or write us at 1130 East University Drive Suite 115 Tempe, AZ 85281.

7. Choices About How We Use and Disclose Your Information

We do not control the collection and use of your information collected by third parties described above in Disclosure of Your Information. When possible, these organizations are under contractual obligations to use this data only for providing the services to us and to maintain this information strictly confidential. These third parties may, however, aggregate the information they collect with information from their other customers for their own purposes.

In addition, we strive to provide you with choices regarding the Personal Information you provide to us. We have created mechanisms to provide you with control over your Personal Information:

- **Tracking Technologies.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. To learn how you can manage your Flash cookie settings, visit the Flash player settings page on Adobe's [website](#). If you disable or refuse cookies, please note that some parts of this site may then be inaccessible or not function properly.
- **Promotional Offers from ITA.** We may use your contact information to promote our own or third parties' products, services, and recruitment or promotional material. If you wish to stop receiving such offers or information, you may send us an email stating your request to legal@itatennis.com. If we have sent you a promotional email, you may send us a return email or click a link in an email that we have sent to you asking to be omitted from future email distributions.

You can learn more about interest-based advertisements and your opt-out rights and options from members of the Network Advertising Initiative ("NAI") on its website (www.networkadvertising.org) and from members of the Digital Advertising Alliance on its website (www.aboutads.info). We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this

way. You can also opt out of receiving targeted ads from members of the NAI on its website.

8. Donor Privacy

We respect and value the privacy of our donors. If you would like to provide us with a donation, we will protect the confidentiality of your financial and credit or debit card information. We will not sell, trade or share a donor's personal information with anyone else, nor send a donor mailing on behalf of other organizations unless the donor has provided permission to do so. We like to recognize our valued contributors in a variety of ways, including listing your name in our annual report. Please let us know in your donation form if we may share your name, and/or if you wish your donation to remain anonymous.

9. Accessing, Correcting, and Deleting Your Information

If you are a coach, you can review and change your Personal Information by logging into the Websites and visiting your account profile page. Otherwise, you may contact us through any of the contact information below to request access to, correct or delete any personal information that you have provided to us. We may not accommodate a request to delete or change information if we believe the deletion or change would impact record retention or other operational requirements (such as to maintain your rankings), violate any law or legal requirement or cause the information to be incorrect.

10. Do Not Track Signals

Our Websites may use automated data collection technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). Some web browsers or operating systems permit you to broadcast a signal to websites and online services indicating a preference that they "do not track" your online activities. At this time, we do not honor such signals and we do not modify what information we collect or how we use that information based upon whether such a signal is broadcast or received by us.

11. Data Security

We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration, and disclosure.

Unfortunately, the transmission of information via the Internet and the electronic storage of such information is not completely secure. Although we do our best to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to our Websites or otherwise stored electronically by us. Our collection and use of Personal Information as a result of your membership or use of our Websites is at your own risk. We are not responsible for circumvention of any privacy settings or security measures contained on the Websites or our other systems.

12. Changes to Our Privacy Policy

We may change this Privacy Policy at any time. It is our policy to post any changes we make to our Privacy Policy on this page. If we make material changes to how we treat our users' Personal Information, we will notify you by email to the email address specified in your account and/or through a notice on one of the Websites' home pages. The date this Privacy Policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Websites and this Privacy Policy to check for any changes.

13. Contact Information

If you have any questions, concerns, complaints or suggestions regarding our Privacy Policy, have any requests related to your Personal Information pursuant to applicable laws, or otherwise need to contact us, you must contact us at the contact information below or through the "Contact" page on our Websites.

To Contact ITA

Intercollegiate Tennis Coaches Association
1130 East University Drive
Suite 115
Tempe, AZ 85281
United States
480-720-5546
legal@itatennis.com