

INTERNATIONAL TENNIS FEDERATION

RULES OF TENNIS MOBILE APPLICATION – TERMS AND CONDITIONS

PLEASE READ THESE LICENCE TERMS AND CONDITIONS CAREFULLY

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We, ITF Licensing (UK) Limited, of Bank Lane, Roehampton SW15 5XZ, UNITED KINGDOM, license you to use:

- the ITF Rules of Tennis mobile application software, **(App)**, and any updates or supplements to it;
- the related online documentation **(Documentation)**; and
- the service you connect to via the App and the content we provide to you through it **(Service)**,

as permitted under and in accordance with these terms.

YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our [privacy policy](#).

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

ADDITIONAL TERMS FOR SPECIFIC SERVICES

In addition, the Services set out below will be governed by the following terms of use and privacy policy:

Service	Web address of terms of use	Web address of privacy policy
ITF website	https://www.itftennis.com/en/about-us/terms-conditions/	https://www.itftennis.com/en/about-us/data-privacy/

GOOGLE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by the Google's App Store [rules and policies](#) will apply instead of these terms where there are differences between the two.

OPERATING SYSTEM REQUIREMENTS

This App requires a mobile telephone or handheld device and requires iOS version 12.0 or later. The App is compatible with iPhone, iPad and iPod touch.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources at <https://www.itftennis.com/en/about-us/contact-us/>.

Contacting us (including with complaints). If you think the App or the Services are faulty or misdescribed or wish to contact us for any other reason please email our data protection team at dataprotectionofficer@itftennis.com

How we will communicate with you. If we have to contact you we will do so through the App.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

Provided you comply with the "LICENCE RESTRICTIONS" below, and you make no copies of the App and the Documentation, in return for you agreeing to comply with these Terms and Conditions you may:

- download or stream a copy of the App onto your mobile telephone and/or handheld device and view, use and display the App and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App and the Service.
- ; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE AT LEAST 13 YEARS OF AGE TO ACCEPT THESE TERMS AND CONDITIONS AND ACCESS OR DOWNLOAD THE APP

You must be 13 or over to accept these Terms and Conditions and access or download the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above. You may not transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS AND CONDITIONS

We may need to change these Terms and Conditions to reflect changes in law or best practice or to deal with additional features which we introduce or when changes are made to the Rules of Tennis.

We will notify you of any change when you next access the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current or previous version of the operating system (as it may be updated from time to time) and match the description of it provided to you when you first accessed it.

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these Terms and Conditions whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services, nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, apps or other service, except as necessary to use the App and the Services on devices as permitted in these Terms and Conditions;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services, nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms and Conditions, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property and other proprietary rights in the App, the Documentation and the Services throughout the world belong to us and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property or other proprietary rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these Terms and Conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. We will not be liable for damage caused to your device or digital content by reason of you downloading and using our App, Documentation or Services. Nor will we be liable for any other damage (other than that referred to above where it would be unlawful for us to exclude or limit our liability to you) including any damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for domestic and private use only. If you use the App for any commercial, business or resale purpose (which for the avoidance of doubt, is not permitted) we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Limitations to the App and the Services. The App and the Services are provided for general information and education purposes only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS AND CONDITIONS

We may end your rights to use the App and Services at any time by contacting you if you have broken these Terms and Conditions in any serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- you must stop all activities authorised by these Terms and Conditions, including your use of the App and any Services;
- you must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this; and
- we may remotely access your devices and remove the App from them and cease providing you with access to the Services.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these Terms and Conditions to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we

have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to London Court of International Arbitration via their website at <https://www.lcia.org/>. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.