

TENNEX

PRIVACY POLICY

Last Updated: February 20, 2026

Effective Date: February 20, 2026

www.tennextennis.com

CONFIDENTIAL — PROPRIETARY

1. INTRODUCTION

This Privacy Policy (“Policy”) describes how Tennex and its parent company, affiliates, subsidiaries, successors, and assigns (collectively, “Tennex,” “Company,” “we,” “us,” or “our”) collect, use, store, disclose, and protect information obtained from and about visitors, registered users, subscribers, and any other users (“User,” “you,” or “your”) of the Tennex platform located at www.tennextennis.com and all related services, applications, tools, community features, and communications (collectively, the “Platform”).

This Policy is incorporated into and forms part of our Terms of Service. By accessing or using the Platform, you acknowledge that you have read, understood, and agree to the collection, use, disclosure, and handling of your information as described in this Policy. If you do not agree with this Policy, do not access or use the Platform.

Tennex is based in the State of Wyoming, United States. This Policy is governed by the laws of the State of Wyoming. Tennex is an information and data analytics service that provides algorithmic predictions on professional tennis match outcomes for informational and entertainment purposes only. Tennex is NOT a gambling platform, sportsbook, or betting exchange, and accordingly does not conduct Know Your Customer (“KYC”) identity verification procedures as Tennex does not engage in gambling, financial services, or any other activity that would legally require such verification.

2. INFORMATION WE COLLECT

2.1 Information You Provide to Us

We may collect information that you voluntarily provide to us when you interact with the Platform, including but not limited to:

- (a) Account Information: When you create an account through Whop, our third-party payment and access management provider, we may receive and store information associated with your account, including your email address, username, and any profile information you provide.
- (b) Communications: When you contact us via email at tennextennis@protonmail.com, through customer support, or through any other communication channel, we may collect the content of your messages, your contact information, and any attachments or materials you provide.
- (c) Community and Discord Content: If you participate in our community features, including Discord servers, chat rooms, forums, or other interactive features, we may collect the content of your messages, posts, comments, and other contributions.
- (d) Feedback and Submissions: If you submit feedback, suggestions, testimonials, reviews, or other content, we collect that information.
- (e) Promotional Participation: If you participate in promotions, contests, surveys, or similar activities, we may collect information you provide in connection with those activities.

2.2 Information We Collect Automatically

When you access or use the Platform, we automatically collect certain information, including but not limited to:

(a) Usage Data: Information about your interactions with the Platform, including pages and content viewed, predictions accessed, features used, actions taken, time and date of visits, time spent on pages, click behavior, navigation patterns, and referring and exit pages.

(b) Device Information: Information about the device you use to access the Platform, including device type, operating system and version, browser type and version, device identifiers, hardware model, and screen resolution.

(c) Network Information: Your Internet Protocol (“IP”) address, internet service provider, approximate geographic location as derived from your IP address, network connection type, and connection speed.

(d) Log Data: Server logs that may include your IP address, date and time of access, pages requested, error codes, and other standard server log information.

2.3 Information We Collect from Third Parties

We may receive information about you from third-party sources, including:

(a) Whop: Our payment and access management provider may share account information, payment status, subscription details, transaction history, and dispute information with us.

(b) Discord: If you join our Discord community, we may access publicly available information from your Discord profile and your activity within our Discord server.

(c) Social Media Platforms: If you interact with our social media accounts, we may receive information from those platforms in accordance with their privacy policies and your privacy settings.

(d) Marketing and Analytics Partners: We may receive information from marketing tools, analytics providers, advertising platforms, and other third-party service providers.

2.4 Cookies and Tracking Technologies

We use cookies, web beacons, pixels, local storage, and similar tracking technologies (“Tracking Technologies”) to collect information about your use of the Platform. The types of Tracking Technologies we may use include:

(a) Essential Cookies: Cookies that are necessary for the Platform to function properly, including authentication, security, and session management cookies.

(b) Analytics Cookies: Cookies that help us understand how Users interact with the Platform, including page views, traffic sources, and usage patterns. We reserve the right to use analytics tools such as Google Analytics, Mixpanel, Hotjar, or similar services.

(c) Advertising and Marketing Cookies: Cookies used for advertising, retargeting, and marketing purposes. We reserve the right to use marketing pixels and tracking tools from platforms including but not limited to Facebook (Meta Pixel), Google Ads, Twitter (X), TikTok, and other advertising networks.

(d) Preference Cookies: Cookies that remember your preferences and settings to enhance your experience on the Platform.

Most web browsers are set to accept cookies by default. You may be able to adjust your browser settings to remove or reject cookies, but doing so may affect the functionality of the Platform. Your continued use of the Platform constitutes your consent to the use of Tracking Technologies as described in this Policy.

2.5 Information We Do Not Collect

Tennex does not conduct Know Your Customer (“KYC”) identity verification. We are an information and analytics service, not a gambling service, financial institution, or money services business. We do not require or collect government-issued identification documents, Social Security numbers, financial account numbers, or other sensitive identity verification documents. Tennex reserves the right to implement additional information collection procedures in the future if deemed necessary for compliance, security, fraud prevention, or any other legitimate business purpose, and will update this Policy accordingly.

3. HOW WE USE YOUR INFORMATION

We may use the information we collect for any lawful purpose, including but not limited to:

- (a) Providing and Operating the Service: To create and manage your account, provide access to Predictions and analytics, process transactions through Whop, deliver content, and maintain the Platform.
- (b) Personalizing Your Experience: To personalize the content, features, and Predictions displayed to you, and to tailor the Platform to your preferences and usage patterns.
- (c) Improving the Platform and Algorithm: To analyze usage data and user behavior to improve the Platform, develop new features, optimize the user experience, and improve the accuracy and performance of our proprietary prediction algorithms and analytical models. You acknowledge and consent to your usage data being used to refine and improve our algorithms.
- (d) Communications: To send you transactional communications (purchase confirmations, renewal reminders, account notifications), service-related announcements, administrative messages, customer support responses, and promotional or marketing communications (including email, SMS, and push notifications).
- (e) Marketing and Advertising: To deliver targeted advertisements, marketing campaigns, retargeting campaigns, and promotional materials both on and off the Platform. This may involve sharing certain data with advertising platforms and marketing tools.
- (f) Analytics and Research: To conduct analytics, research, and reporting on Platform usage, user demographics, engagement patterns, and business performance.
- (g) Security and Fraud Prevention: To detect, investigate, and prevent fraud, abuse, security incidents, unauthorized access, and other harmful or illegal activities.
- (h) Compliance and Legal: To comply with applicable laws, regulations, legal processes, and governmental requests; to enforce our Terms of Service and other agreements; and to protect the rights, property, and safety of Tennex, our Users, and the public.
- (i) Dispute and Chargeback Resolution: To collect, compile, and use your account information, usage data, access logs, transaction records, and Platform activity as evidence in connection with payment disputes, chargeback proceedings, refund requests, arbitration, or other dispute resolution processes. BY USING THE PLATFORM, YOU EXPRESSLY CONSENT TO YOUR USAGE DATA AND ACCOUNT INFORMATION BEING USED AS EVIDENCE IN ANY DISPUTE OR CHARGEBACK PROCEEDING.

(j) Aggregated and Anonymized Data: To create aggregated, anonymized, or de-identified data sets derived from your information for any purpose, including research, analytics, algorithm improvement, business intelligence, and reporting. Aggregated and anonymized data is not considered personal information and may be used and disclosed without restriction or obligation to you.

(k) Any Other Lawful Purpose: For any other purpose disclosed to you at the time of collection or with your consent, or as otherwise permitted by applicable law.

4. HOW WE SHARE YOUR INFORMATION

4.1 We Do Not Sell Your Personal Information

Tennex does not sell your personal information to third parties. We do not exchange your personal data for monetary compensation.

4.2 Third-Party Service Providers

We may share your information with third-party service providers who assist us in operating the Platform, processing payments, providing customer support, conducting analytics, delivering marketing communications, and performing other business functions. These service providers include but are not limited to:

- (a) Whop, Inc. — Payment processing, subscription management, and access management;
- (b) Discord — Community features and communication;
- (c) Email marketing and communication platforms;
- (d) Analytics and tracking providers;
- (e) Advertising and retargeting platforms;
- (f) Hosting and infrastructure providers;
- (g) Customer support tools; and
- (h) Social media platforms.

We require that service providers use your information only as necessary to provide services to us and in accordance with applicable law. However, Tennex is not responsible for the privacy practices, security measures, data handling, or actions of any third-party service provider. Your interactions with third-party services are governed by those third parties' own privacy policies and terms.

4.3 Legal and Compliance Disclosures

We may disclose your information if compelled to do so by law enforcement, court order, subpoena, legal process, or governmental request. We may also disclose your information when we believe in good faith that disclosure is necessary to: (a) comply with applicable law or legal process; (b) protect the rights, property, or safety of Tennex, our Users, or the public; (c) detect, prevent, or address fraud, security, or technical issues; (d) enforce our Terms of Service; or (e) respond to an emergency involving danger of death or serious physical injury.

4.4 Business Transfers

In the event that Tennex undergoes a merger, acquisition, sale of assets, reorganization, bankruptcy, dissolution, or other corporate transaction, your information may be transferred, sold, or otherwise disclosed as part of such transaction. You acknowledge and consent to such transfers.

4.5 Aggregated and Anonymized Data

We may share aggregated, anonymized, or de-identified data that cannot reasonably be used to identify you with third parties for any purpose, including research, analytics, marketing, industry analysis, and business intelligence. Such data is not considered personal information under this Policy.

4.6 Right to Share with Additional Third Parties

Tennex reserves the right to share your information with additional third parties in the future for legitimate business purposes, including but not limited to affiliate partners, advertising networks, marketing platforms, data analytics providers, and business partners. If we materially expand the categories of third parties with whom we share personal information, we will update this Policy. Your continued use of the Platform after such updates constitutes your consent to the expanded sharing.

5. DATA STORAGE, RETENTION, AND SECURITY

5.1 Data Storage

Your information is stored on servers located in the United States. Data is encrypted in transit and at rest by our hosting infrastructure provider. If you access the Platform from outside the United States, your information will be transferred to, stored in, and processed in the United States, which may have different data protection laws than your country of residence.

5.2 Data Retention

Tennex retains your information for as long as your account is active, as needed to provide the Service, and for as long as necessary to fulfill the purposes described in this Policy. TENNEX RESERVES THE RIGHT TO RETAIN YOUR INFORMATION INDEFINITELY, even after account deletion or termination, for the following purposes: (a) to comply with legal obligations; (b) to resolve disputes; (c) to enforce our agreements; (d) to maintain business records; (e) to support dispute and chargeback resolution; (f) for analytics and research purposes; (g) to prevent fraud and abuse; and (h) for any other legitimate business purpose. Upon account deletion or termination, Tennex may, but is not obligated to, delete your personal information. Certain data may be retained in backups, logs, and archives.

5.3 Data Security

We implement commercially reasonable administrative, technical, and physical security measures to protect your information from unauthorized access, disclosure, alteration, and destruction. However, NO METHOD OF ELECTRONIC TRANSMISSION OR STORAGE IS 100% SECURE. While we strive to protect your information, Tennex cannot guarantee the absolute security of your data and shall not be

liable for any unauthorized access, data breach, or security incident arising from circumstances beyond our reasonable control, including but not limited to cyberattacks, hacking, phishing, malware, human error, or vulnerabilities in third-party systems. YOU ACKNOWLEDGE AND ACCEPT THE INHERENT RISKS OF TRANSMITTING INFORMATION OVER THE INTERNET AND USE THE PLATFORM AT YOUR OWN RISK.

5.4 Third-Party Security

TENNEX IS NOT LIABLE FOR ANY DATA BREACH, SECURITY INCIDENT, UNAUTHORIZED ACCESS, DATA LOSS, OR PRIVACY VIOLATION CAUSED BY OR ORIGINATING FROM ANY THIRD-PARTY SERVICE PROVIDER, including but not limited to Whop, Discord, hosting providers, analytics tools, marketing platforms, or any other third-party service. The security practices of third-party services are governed by their own policies, and Tennex has no control over and assumes no responsibility for the security measures of any third party.

6. YOUR CHOICES AND RIGHTS

6.1 Marketing Communications

You may opt out of receiving promotional or marketing emails from Tennex by clicking the “unsubscribe” link in any marketing email or by contacting us at tennextennis@protonmail.com. Please note that even if you opt out of marketing communications, we may still send you transactional and service-related communications that are necessary for the operation of your account and the Platform.

6.2 Cookies

Most web browsers allow you to manage your cookie preferences. You may be able to set your browser to refuse cookies, delete cookies, or alert you when cookies are being used. Please note that disabling cookies may impair the functionality of the Platform.

6.3 Account Information

You may update certain account information through your Whop account settings. If you wish to request changes to information that cannot be updated through your account, you may contact us at tennextennis@protonmail.com.

6.4 Do Not Track Signals

Some web browsers transmit “Do Not Track” (“DNT”) signals. The Platform does not currently respond to DNT signals or similar mechanisms. We do not alter our data collection and usage practices in response to DNT signals.

7. CALIFORNIA PRIVACY RIGHTS (CCPA/CPRA)

If you are a California resident, you may have certain rights under the California Consumer Privacy Act (“CCPA”) and the California Privacy Rights Act (“CPRA”), as amended. This section applies solely to California residents and supplements the rest of this Policy.

7.1 Categories of Personal Information Collected

In the preceding twelve (12) months, we may have collected the following categories of personal information: (a) Identifiers (e.g., email address, IP address, username, account identifiers); (b) Internet or other electronic network activity information (e.g., browsing history, usage data, interaction data); (c) Geolocation data (approximate, derived from IP address); (d) Inferences drawn from the above (e.g., preferences, engagement patterns).

7.2 Sale of Personal Information

Tennex does not sell your personal information as defined under the CCPA/CPRA.

7.3 Your California Privacy Rights

Subject to applicable law and certain exceptions, California residents may have the right to: (a) request disclosure of the categories and specific pieces of personal information collected; (b) request deletion of personal information; (c) opt out of the sale or sharing of personal information; and (d) not be discriminated against for exercising their privacy rights. To exercise any of these rights, please contact us at tennextennis@protonmail.com. We will verify your identity before processing your request. We may decline requests that are excessive, repetitive, or manifestly unfounded, or where an exception applies under applicable law.

7.4 Authorized Agents

You may designate an authorized agent to make a request on your behalf. We may require the authorized agent to provide written proof of authorization and may verify your identity directly.

8. INTERNATIONAL USERS

The Platform is operated from the United States and is intended primarily for Users located in the United States. If you access the Platform from outside the United States, you do so at your own risk and initiative, and you are solely responsible for compliance with all applicable local, national, and international laws and regulations, including but not limited to data protection and privacy laws.

By using the Platform from outside the United States, you consent to the transfer, storage, and processing of your information in the United States, which may have different data protection standards than your country of residence. TENNEX MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PLATFORM COMPLIES WITH THE PRIVACY OR DATA PROTECTION LAWS OF ANY JURISDICTION OUTSIDE THE UNITED STATES, INCLUDING BUT NOT LIMITED TO THE

EUROPEAN UNION'S GENERAL DATA PROTECTION REGULATION (GDPR) OR THE UNITED KINGDOM'S DATA PROTECTION ACT. It is your sole responsibility to determine whether your use of the Platform complies with applicable data protection laws in your jurisdiction.

If you are located in the European Economic Area (EEA), United Kingdom, or any jurisdiction with data protection laws that restrict international data transfers, you acknowledge and consent to the transfer of your data to the United States as a condition of using the Platform. If you do not consent to such transfer, do not use the Platform.

9. CHILDREN'S PRIVACY

The Platform is not intended for, and is not directed at, individuals under the age of eighteen (18). Tennex does not knowingly collect, solicit, or receive personal information from individuals under the age of eighteen (18). If we become aware that we have inadvertently collected personal information from a minor, we will take reasonable steps to promptly delete such information. If you believe that a minor has provided personal information to us, please contact us immediately at tennextennis@protonmail.com.

10. THIRD-PARTY LINKS AND SERVICES

The Platform may contain links to, references to, or integrations with third-party websites, services, applications, and platforms. This Policy does not apply to any third-party websites or services. Tennex has no control over, and assumes no responsibility for, the privacy practices, content, data handling, or security measures of any third party. We encourage you to review the privacy policies of any third-party websites or services before providing them with your information. **TENNEX IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR HARM ARISING FROM YOUR INTERACTION WITH ANY THIRD-PARTY WEBSITE OR SERVICE, INCLUDING ANY DATA COLLECTION, USE, OR DISCLOSURE BY SUCH THIRD PARTY.**

11. AGGREGATED AND ANONYMIZED DATA

Tennex reserves the absolute right to aggregate, anonymize, and de-identify user data and to use such aggregated, anonymized, and de-identified data for any purpose without restriction, obligation, notification, or compensation to you. This includes, without limitation, using aggregated user behavior data, usage patterns, engagement metrics, and other anonymized information to: (a) improve and optimize the Platform and its features; (b) improve, train, develop, and refine our proprietary prediction algorithms, mathematical models, and analytical tools; (c) conduct research and analysis; (d) generate business intelligence and reporting; (e) develop new products and services; and (f) share with third parties for any lawful purpose. Aggregated and anonymized data is not personal information, and Tennex's use of such data does not create any obligation, duty, or liability to you.

12. CONSENT TO USE DATA IN DISPUTES

BY USING THE PLATFORM, YOU EXPRESSLY AND IRREVOCABLY CONSENT TO TENNEX COLLECTING, COMPILING, RETAINING, AND USING YOUR ACCOUNT INFORMATION, USAGE DATA, ACCESS LOGS, IP ADDRESSES, DEVICE INFORMATION, TRANSACTION RECORDS, COMMUNICATION RECORDS, AND ANY OTHER INFORMATION ASSOCIATED WITH YOUR ACCOUNT AS EVIDENCE IN CONNECTION WITH:

- (a) Payment disputes, chargebacks, and chargeback representations;
- (b) Refund requests and refund dispute resolution;
- (c) Whop Resolution Center proceedings;
- (d) Arbitration proceedings;
- (e) Court proceedings;
- (f) Enforcement of our Terms of Service;
- (g) Fraud investigations and prevention; and
- (h) Any other dispute resolution or legal proceeding.

This consent is a material term of your agreement with Tennex. You agree that such data constitutes valid, relevant, and admissible evidence in any dispute resolution proceeding, and you waive any objection to the use of such data on the grounds of privacy, confidentiality, or relevance.

13. DATA BREACH

In the event of a data breach involving your personal information, Tennex will comply with applicable breach notification laws. Where required by law, we will notify affected Users within the timeframes prescribed by applicable law. HOWEVER, TENNEX SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR HARM ARISING FROM ANY DATA BREACH, REGARDLESS OF THE CAUSE, INCLUDING BUT NOT LIMITED TO BREACHES CAUSED BY CYBERATTACKS, HACKING, UNAUTHORIZED ACCESS, HUMAN ERROR, THIRD-PARTY VULNERABILITIES, OR ANY OTHER CAUSE. Your sole remedy in the event of a data breach is the notification required by applicable law.

14. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENNEX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THIS PRIVACY POLICY, THE COLLECTION, USE, DISCLOSURE, OR HANDLING OF YOUR INFORMATION, ANY DATA

BREACH OR SECURITY INCIDENT, OR ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR DATA, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENNEX'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS PRIVACY POLICY SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

15. CHANGES TO THIS PRIVACY POLICY

Tennex reserves the right to modify, amend, update, or replace this Privacy Policy at any time, in whole or in part, at its sole and absolute discretion. Changes will be effective immediately upon posting to the Platform. The "Last Updated" date at the top of this Policy indicates when the Policy was last revised. We may, but are not obligated to, provide notice of material changes via email or through the Platform. It is your sole responsibility to review this Policy periodically. Your continued use of the Platform after any modifications constitutes your acceptance of the modified Policy. If you do not agree to the modified Policy, you must discontinue use of the Platform.

16. DISPUTE RESOLUTION

Any dispute arising out of or relating to this Privacy Policy shall be subject to the binding arbitration and class action waiver provisions set forth in Section 19 of our Terms of Service, which are incorporated herein by reference. By using the Platform, you agree to resolve all disputes related to this Policy through binding individual arbitration in accordance with the Terms of Service.

17. GOVERNING LAW

This Privacy Policy shall be governed by and construed in accordance with the laws of the State of Wyoming, United States of America, without regard to its conflict of law principles.

18. CONTACT INFORMATION

If you have any questions, concerns, or requests regarding this Privacy Policy or Tennex's data practices, please contact us at:

Tennex

Email: tennextennis@protonmail.com

Website: www.tennextennis.com

For privacy-related requests, including opt-out requests, data inquiries, and California privacy rights requests, please send your request to tennextennis@protonmail.com with the subject line "Privacy Request." We will respond to verifiable requests within a reasonable timeframe and in accordance with applicable law.

19. ACKNOWLEDGMENT AND ACCEPTANCE

BY ACCESSING, USING, OR REGISTERING FOR THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS PRIVACY POLICY IN ITS ENTIRETY. YOU CONSENT TO THE COLLECTION, USE, STORAGE, DISCLOSURE, AND HANDLING OF YOUR INFORMATION AS DESCRIBED HEREIN.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (A) TENNEX MAY COLLECT AND USE YOUR DATA AS DESCRIBED IN THIS POLICY; (B) TENNEX DOES NOT SELL YOUR PERSONAL INFORMATION; (C) TENNEX RESERVES THE RIGHT TO RETAIN YOUR DATA INDEFINITELY FOR LEGITIMATE PURPOSES; (D) TENNEX MAY USE YOUR DATA AS EVIDENCE IN DISPUTES AND CHARGEBACKS; (E) TENNEX IS NOT LIABLE FOR DATA BREACHES CAUSED BY THIRD PARTIES; (F) TENNEX MAY ANONYMIZE AND USE YOUR DATA TO IMPROVE ITS ALGORITHMS WITHOUT OBLIGATION TO YOU; (G) INTERNATIONAL USERS CONSENT TO DATA TRANSFER TO THE UNITED STATES; AND (H) THIS POLICY IS GOVERNED BY THE LAWS OF THE STATE OF WYOMING.

This Privacy Policy was last updated on February 20, 2026.