

TENNEX

TERMS OF SERVICE

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Effective Date: February 20, 2026

www.tennextennis.com

CONFIDENTIAL — PROPRIETARY

IMPORTANT NOTICE: PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE TENNEX PLATFORM. BY ACCESSING OR USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM.

THIS AGREEMENT IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 19. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

TENNEX IS NOT A GAMBLING PLATFORM, SPORTSBOOK, BOOKMAKER, OR BETTING EXCHANGE. TENNEX DOES NOT ACCEPT, PLACE, OR FACILITATE WAGERS OF ANY KIND. TENNEX IS AN INFORMATION AND DATA ANALYTICS SERVICE THAT PROVIDES ALGORITHMIC PREDICTIONS ON PROFESSIONAL TENNIS MATCH OUTCOMES FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES ONLY. PREDICTIONS ARE NOT BETTING ODDS, NOT GUARANTEED OUTCOMES, AND NOT FINANCIAL OR GAMBLING ADVICE. ANY USE OF TENNEX PREDICTIONS IN CONNECTION WITH GAMBLING, WAGERING, OR BETTING IS DONE ENTIRELY AT THE USER'S OWN RISK AND DISCRETION AND IS WHOLLY INDEPENDENT OF TENNEX.

1. INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 Agreement Overview

Welcome to Tennex (the "Platform"), an algorithmic tennis prediction and analytics service operated at www.tennextennis.com. These Terms of Service (these "Terms" or this "Agreement") constitute a legally binding agreement between Tennex and its parent company, affiliates, subsidiaries, successors, and assigns (collectively, "Tennex," "Company," "we," "us," or "our") and you, in your capacity as a visitor, registered user, subscriber, or any other user of the Platform ("User," "you," "your," or "Member"). These Terms govern your access to and use of the Platform, including all content, features, data, predictions, analytics, tools, functionality, community features, and services offered on or through the Platform (collectively, the "Service").

1.2 Acceptance of Terms

By accessing, browsing, registering for, subscribing to, or otherwise using the Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety. Your acceptance constitutes a legally binding electronic signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), 15 U.S.C. §7001 et seq., and the Uniform Electronic Transactions Act ("UETA"). Clicking "I Agree," creating an account, completing a purchase, or continuing to use the Platform after these Terms have been posted constitutes your binding acceptance. Your

continued use of the Platform following the posting of any changes to these Terms constitutes your acceptance of those changes. If you do not agree to these Terms, you must immediately discontinue all use of the Platform and delete your account, if applicable.

1.3 Incorporated Documents

These Terms incorporate by reference, and your use of the Platform is further governed by, our Privacy Policy, Refund Policy, Community Guidelines, Acceptable Use Policy, and any other policies, guidelines, or supplemental terms posted on the Platform or provided to you in connection with the Service (collectively, the “Incorporated Policies”). In the event of any conflict between these Terms and any Incorporated Policy, these Terms shall control unless the Incorporated Policy expressly states otherwise.

1.4 Eligibility

You must be at least eighteen (18) years of age and have the legal capacity to enter into a binding agreement in your jurisdiction to use the Platform. By using the Platform, you represent and warrant that you meet all eligibility requirements, that you are not located in a jurisdiction where use of the Platform is prohibited, and that your use of the Platform does not violate any applicable law or regulation. We reserve the right to request proof of age or identity at any time and to suspend or terminate accounts that do not meet eligibility requirements.

1.5 Modifications to Terms

Tennex reserves the right to modify, amend, update, or replace these Terms at any time, in whole or in part, at its sole and absolute discretion. Changes will be effective immediately upon posting to the Platform. 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 these Terms periodically. Your continued use of the Platform after any modifications constitutes irrevocable acceptance of the modified Terms. The arbitration and class action waiver provisions in Section 19 shall not be modified without your express written consent.

2. NATURE OF THE SERVICE

2.1 Information-Only Platform

Tennex is an information and data analytics platform that provides algorithmically generated predictions on professional tennis match outcomes. The Platform is designed for informational and entertainment purposes only. Tennex is NOT a gambling platform, sportsbook, bookmaker, or betting exchange. Tennex does not accept, place, facilitate, process, or arrange any wagers, bets, or gambling transactions of any kind. Tennex does not operate under any gambling or gaming license because it does not engage in gambling activities. The provision of match predictions constitutes the dissemination of information and data analysis, which is a lawful activity protected under the First Amendment of the United States Constitution.

2.2 Predictions Are Not Guarantees

All predictions, analytics, ratings, rankings, projections, probabilities, pick recommendations, and other content provided through the Platform (collectively, "Predictions") are the output of proprietary mathematical algorithms and statistical models. Predictions represent probabilistic assessments based on historical data and statistical analysis. PREDICTIONS ARE NOT, AND SHALL NEVER BE CONSTRUED AS: (a) guaranteed or assured outcomes; (b) betting odds or lines; (c) financial advice, investment advice, or gambling advice of any kind; (d) endorsements, encouragements, or solicitations to place wagers or engage in gambling; (e) representations of certainty regarding any future event; (f) professional advice of any kind; or (g) promises, warranties, or representations of accuracy or profitability. The term "picks" as used on the Platform refers exclusively to algorithmically generated predictions on match outcomes and does not refer to, imply, or constitute betting recommendations, wager suggestions, or gambling advice.

2.3 No Relationship with Gambling Operators

Tennex has no contractual, financial, operational, or other business relationship with any sportsbook, bookmaker, casino, betting exchange, or gambling operator that would make Tennex a party to, participant in, or facilitator of any gambling transaction. Any decision by a User to place wagers based on or influenced by Tennex Predictions is made entirely at the User's own risk, discretion, and responsibility, and is wholly independent of and unrelated to the Service. Tennex bears no responsibility whatsoever for any gambling activity undertaken by any User.

2.4 User Responsibility for Legal Compliance

You are solely and exclusively responsible for determining the legality of your activities in your jurisdiction, including but not limited to any gambling, wagering, or betting activities you may choose to engage in independently of the Platform. Tennex makes no representations or warranties regarding the legality of gambling in any jurisdiction. You agree to comply with all applicable local, state, national, and international laws, rules, and regulations in connection with your use of the Platform and any activities you undertake based on information obtained through the Platform. Tennex shall not be held liable for any legal consequences arising from your failure to comply with applicable laws.

3. USER ACCOUNTS

3.1 Account Registration

To access certain features of the Platform, you may be required to create an account through Whop, our third-party payment and access management provider. You agree to provide accurate, current, and complete information during registration and to keep your account information updated. You are responsible for maintaining the confidentiality of your account credentials, including your password, and for all activities that occur under your account.

3.2 Account Security

You agree to immediately notify Tennex of any unauthorized use of your account or any other breach of security. Tennex shall not be liable for any loss or damage arising from your failure to protect your

account credentials. You agree that Tennex may rely on any actions or communications made through your account as being authorized by you.

3.3 Account Termination

Tennex reserves the right to suspend, restrict, deactivate, or terminate your account at any time, for any reason or for no reason, with or without notice, at its sole and absolute discretion. Reasons for termination may include, but are not limited to, violation of these Terms, suspected fraudulent or illegal activity, inactivity, failure to pay fees, abusive behavior, filing frivolous disputes or chargebacks, sharing of confidential Platform content, or any conduct that Tennex determines, in its sole discretion, is harmful to the Platform, its users, or Tennex's interests. Upon termination, your right to use the Platform and access any content, data, or Predictions shall immediately and permanently cease. No refund of any kind shall be issued upon termination for cause.

3.4 Effect of Termination

Upon termination of your account for any reason: (a) you remain liable for all amounts owed to Tennex; (b) Tennex may delete your account data at its discretion; (c) all licenses and rights granted to you under these Terms immediately terminate; (d) you must cease all use of the Platform and destroy any downloaded or cached content; and (e) provisions of these Terms that by their nature should survive termination shall survive, including but not limited to Sections 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

4. SUBSCRIPTIONS, FEES, PAYMENTS, AND REFUNDS

4.1 Subscription Plans

Tennex may offer various subscription plans providing different levels of access to the Platform's features, content, and Predictions. The specific features, pricing, and duration of each plan are described on the Platform and may be modified by Tennex at any time. By selecting a subscription plan and providing payment information, you agree to pay all applicable fees associated with your selected plan.

4.2 Payment Processing Through Whop

All payments for Tennex subscriptions are processed through Whop, Inc. ("Whop"), a third-party payment and access management platform. By purchasing a subscription, you agree to Whop's Terms of Service and Buyer Terms in addition to these Terms. Tennex is not a payment processor and is not responsible for any payment processing errors, failures, or delays caused by Whop or its financial partners. You acknowledge that your payment relationship is governed by both these Terms and Whop's applicable terms and policies.

4.3 Billing and Auto-Renewal

Subscriptions are billed in advance on a recurring basis according to the subscription period you select (e.g., weekly, monthly, annually). YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF EACH BILLING PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION BEFORE THE

RENEWAL DATE. By subscribing, you authorize Tennex and Whop to charge your designated payment method for recurring fees. You are responsible for ensuring your payment information is current and valid.

4.4 Refund Policy

Tennex offers the following limited refund windows based on subscription type:

- (a) Weekly Subscriptions: Refund requests must be submitted within twenty-four (24) hours of the initial purchase or renewal date.
- (b) Monthly Subscriptions: Refund requests must be submitted within forty-eight (48) hours of the initial purchase or renewal date.
- (c) Annual Subscriptions: Refund requests must be submitted within seven (7) calendar days of the initial purchase or renewal date.

After the applicable refund window has closed, ALL SALES ARE FINAL AND NON-REFUNDABLE. Refund requests must be submitted directly to Tennex at tennextennis@protonmail.com. You expressly acknowledge and agree that you are purchasing access to an information and analytics service, not guaranteed outcomes, and that the accuracy or inaccuracy of any Prediction does not entitle you to any refund, credit, or compensation of any kind. Partial use of a subscription, dissatisfaction with Prediction accuracy, or failure to use the Platform during your subscription period does not constitute grounds for a refund outside of the stated refund windows.

4.5 Payment Disputes, Chargebacks, and Whop Resolution Center

BY ACCEPTING THESE TERMS, YOU EXPRESSLY AGREE TO THE FOLLOWING REGARDING PAYMENT DISPUTES:

- (a) Exclusive Dispute Resolution Through Tennex: You agree that any billing dispute, refund request, or complaint regarding your subscription shall be directed to Tennex first at tennextennis@protonmail.com before pursuing any other remedy. You agree to attempt to resolve any payment-related issue directly with Tennex for at least fourteen (14) calendar days before initiating any dispute, chargeback, or claim through Whop, your bank, credit card company, or any other payment provider.
- (b) Compliance with Refund Policy: You agree that acceptance of these Terms and the stated Refund Policy forfeits your ability to request refunds or raise disputes through Whop's Resolution Center, your bank, or any payment processor outside of the refund windows specified in Section 4.4 above. Refund requests submitted through Whop or any payment processor after the applicable refund window has expired are unauthorized and constitute a breach of these Terms.
- (c) No Grounds for Dispute Based on Partial or Full Use: Partial use, full use, or non-use of your subscription during a billing period does not constitute grounds for a refund, dispute, or chargeback through any channel, including Whop's Resolution Center. You acknowledge that the value of the Service is the access to Predictions and analytics, not the outcome of any individual Prediction.
- (d) Chargebacks as Breach: Filing a chargeback, payment dispute, or payment reversal with your bank, credit card company, Whop, or any other payment provider without first exhausting the dispute resolution procedures set forth in these Terms shall constitute a material breach of this Agreement. In the event of such breach, Tennex reserves the right to: (i) immediately suspend or permanently terminate your account without refund; (ii) pursue recovery of all amounts owed, including the

disputed amount, chargeback fees, administrative costs, and collection expenses; (iii) report the incident to fraud prevention databases; and (iv) pursue all available legal remedies, including but not limited to damages, attorneys' fees, and costs.

(e) Chargeback Fee: In the event a chargeback is filed against Tennex, you agree to pay a chargeback fee of twenty-five dollars (\$25.00) per incident, in addition to any amounts recovered, to cover administrative and processing costs.

(f) Evidence Submission: You acknowledge that in the event of any payment dispute, Tennex will submit evidence to Whop, the payment processor, or your bank demonstrating your acceptance of these Terms, your access to and use of the Platform, and compliance with our Refund Policy. You agree that such evidence is accurate and relevant to any dispute resolution proceeding.

4.6 Price Changes

Tennex reserves the right to modify subscription pricing at any time. Price changes will take effect at the beginning of the next billing cycle following notice. Your continued use of the Platform after a price change constitutes acceptance of the new pricing.

4.7 Taxes

All fees are exclusive of applicable taxes. You are solely responsible for all sales, use, VAT, withholding, or other taxes, duties, or levies imposed by any governmental authority in connection with your subscription, excluding taxes on Tennex's net income.

4.8 Free Trials

Tennex may, at its sole discretion, offer free trial periods. At the end of a free trial, your subscription will automatically convert to a paid subscription unless you cancel before the trial period ends. You are only eligible for one free trial per account.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Tennex Proprietary Rights

Tennex owns and retains all right, title, and interest in and to the Platform, the Service, and all content, data, Predictions, algorithms, models, formulas, methodologies, Elo rating systems, statistical models, software, code, designs, graphics, logos, trademarks, service marks, trade names, trade dress, trade secrets, patents, copyrights, and all other intellectual property and proprietary rights therein (collectively, "Tennex IP"). The Tennex IP is protected by United States and international intellectual property laws.

5.2 Proprietary Algorithm Protection

Tennex's prediction algorithms, mathematical models, Elo rating systems, blended rating formulas, statistical models, data processing methodologies, weighting systems, and all related proprietary technologies (collectively, the "Algorithm") constitute valuable trade secrets and confidential proprietary information of Tennex. The Algorithm is the exclusive property of Tennex. You shall not, directly or

indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, algorithms, or underlying structure of the Platform or the Algorithm; (b) attempt to replicate, reproduce, recreate, or derive the Algorithm or any portion thereof; (c) use any automated tools, bots, scrapers, or similar technologies to extract, compile, or aggregate Predictions or other data from the Platform; (d) publish, disclose, or share any analysis purporting to reveal the methodology or functioning of the Algorithm; (e) create any derivative work based on the Algorithm or Predictions; or (f) assist any third party in doing any of the foregoing.

5.3 Prohibition on Sharing Unresolved Predictions

YOU ARE STRICTLY PROHIBITED FROM SHARING, POSTING, BROADCASTING, PUBLISHING, SCREENSHOTTING, OR OTHERWISE DISTRIBUTING ANY PREDICTION, PICK, OR ANALYTICAL CONTENT FROM THE PLATFORM UNTIL AFTER THE RELEVANT MATCH OR EVENT HAS BEEN FULLY COMPLETED AND THE PREDICTION HAS RESOLVED.

This prohibition applies to all forms of distribution, including but not limited to social media posts, text messages, emails, forum posts, Discord messages, group chats, screenshots, screen recordings, verbal communication, and any other method of dissemination. Any sharing of unresolved Predictions constitutes: (a) a material breach of these Terms; (b) a violation of Tennex's intellectual property rights and trade secrets; (c) misappropriation of confidential and proprietary information; and (d) grounds for immediate and permanent account termination without refund. Tennex reserves the right to seek all available legal remedies for violations of this Section, including injunctive relief, actual damages, statutory damages, and attorneys' fees. Any third party who receives shared Predictions in violation of this Section shall be jointly and severally liable alongside the User who shared such information.

5.4 Limited License

Subject to your compliance with these Terms, Tennex grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform solely for your personal, non-commercial, informational purposes. This license does not include the right to: (a) modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any content or Predictions; (b) use any data mining, robots, scraping, or similar tools; (c) frame or mirror any portion of the Platform; (d) use the Platform for any commercial purpose, including resale or redistribution; or (e) use the Platform in any manner that could damage, disable, overburden, or impair it.

5.5 User Content

To the extent you submit, post, or otherwise provide any content, feedback, suggestions, ideas, or materials to Tennex or through the Platform ("User Content"), you grant Tennex a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable, and transferable license to use, reproduce, modify, adapt, publish, translate, distribute, perform, display, and create derivative works from such User Content for any purpose.

6. ANTI-SCRAPING, DATA THEFT, AND INTELLECTUAL PROPERTY THEFT

6.1 Prohibited Data Extraction

You shall not, and shall not permit any third party to, use any automated means (including but not limited to bots, scrapers, spiders, crawlers, data mining tools, browser extensions, scripts, or any manual process designed to systematically collect data) to access, monitor, copy, extract, compile, aggregate, or harvest any Predictions, data, content, or other information from the Platform.

6.2 Liquidated Damages

You acknowledge and agree that unauthorized extraction, scraping, compilation, redistribution, or theft of Predictions, data, or other content from the Platform causes irreparable harm to Tennex that is difficult to quantify. Accordingly, in addition to all other remedies available to Tennex at law or in equity, you agree to pay liquidated damages of ten thousand United States dollars (\$10,000.00) per individual act of unauthorized data extraction, scraping, or redistribution, which the parties agree is a reasonable estimate of the harm caused by each such violation and is not a penalty.

6.3 Joint and Several Liability

Any User who shares, transmits, or distributes unauthorized data, Predictions, or content from the Platform to any third party shall be jointly and severally liable with any recipient, conspirator, co-participant, or downstream beneficiary of such unauthorized distribution for all damages, liquidated damages, injunctive relief, attorneys' fees, and costs arising from the violation. The initial violator, any co-conspirators, and any third parties who knowingly receive, use, publish, or benefit from stolen or unauthorized Tennex data are each independently and collectively responsible for the full amount of all applicable remedies.

6.4 Injunctive Relief

You acknowledge that any breach of this Section 6 would cause irreparable harm to Tennex for which monetary damages would be an inadequate remedy. Tennex shall be entitled to seek immediate injunctive or other equitable relief in any court of competent jurisdiction, without the necessity of proving actual damages, posting a bond, or providing other security.

7. ACCEPTABLE USE AND PROHIBITED CONDUCT

7.1 General Standards

You agree to use the Platform only for lawful purposes and in accordance with these Terms. You agree not to use the Platform in any way that could damage, disable, overburden, or impair the Platform or interfere with any other party's use.

7.2 Prohibited Activities

Without limiting the foregoing, you agree not to: (a) use the Platform for any unlawful purpose; (b) redistribute, republish, resell, sublicense, or make available any Predictions or content to any third party; (c) use the Platform to send spam or unsolicited communications; (d) impersonate any person or entity; (e) interfere with or attempt to gain unauthorized access to the Platform; (f) use automated means to access or collect data from the Platform; (g) introduce viruses, malware, or other harmful code; (h) attempt to probe, scan, or test vulnerabilities of the Platform; (i) collect personal information of other Users; (j) use the Platform to compete with Tennex or develop a competing product or service; (k) circumvent any access restrictions or technological measures; (l) file false, fraudulent, or bad-faith disputes, chargebacks, or refund requests; (m) misrepresent Tennex Predictions or attribute false predictions to Tennex; or (n) encourage or assist any third party in doing any of the foregoing.

7.3 Confidentiality of Platform Content

All Predictions, analytics, data, ratings, and other content provided through the Platform are strictly proprietary and confidential. Content received through the Platform is for your personal use only. Sharing, redistributing, broadcasting, publishing, or otherwise disclosing any unresolved content from the Platform to any third party by any means is strictly prohibited and constitutes a material breach of these Terms. After a Prediction has fully resolved, Users may share their personal results, experiences, and win/loss outcomes, but may not reproduce or distribute the underlying data, methodology, or proprietary content of the Platform.

7.4 Enforcement

Tennex reserves the right to investigate and take appropriate action against any User who violates these Terms, including: immediate suspension or termination without refund; removal of content; reporting to law enforcement; and pursuit of all available legal remedies.

8. COMMUNITY AND DISCORD

8.1 Community Features

Tennex may provide community features, including but not limited to Discord servers, chat rooms, forums, comment sections, and other interactive features (collectively, "Community Features"). Your participation in Community Features is subject to these Terms and any Community Guidelines posted on the Platform.

8.2 User-Generated Content in Community

Tennex does not control, endorse, verify, or assume responsibility for any content, opinions, recommendations, predictions, or advice posted by Users in Community Features. The views and opinions expressed by Users in Community Features are solely those of the individual Users and do not represent the views or opinions of Tennex. YOU ACKNOWLEDGE AND AGREE THAT TENNEX IS NOT LIABLE FOR ANY LOSS, DAMAGE, OR HARM ARISING FROM YOUR RELIANCE ON ANY USER-GENERATED CONTENT IN COMMUNITY FEATURES.

8.3 No Liability for User Interactions

Tennex is not responsible or liable for any interactions, disputes, disagreements, or conflicts between Users in Community Features or otherwise. Your interactions with other Users are solely between you and those Users. Tennex has no obligation to mediate, resolve, or intervene in any dispute between Users.

8.4 Community Moderation

Tennex reserves the right, but has no obligation, to monitor, moderate, edit, or remove any User-generated content in Community Features at its sole discretion. Tennex may ban or restrict Users from Community Features for any reason or no reason, with or without notice.

9. THIRD-PARTY AFFILIATES, ADVERTISEMENTS, AND LINKS

9.1 Third-Party Advertisements and Affiliate Relationships

The Platform may contain advertisements, sponsored content, affiliate links, or referral links to third-party products, services, or websites, including but not limited to sportsbooks, betting platforms, fantasy sports platforms, and other service providers (collectively, “Third-Party Services”). Tennex may receive compensation, including referral fees, commissions, or other forms of remuneration, from third parties when Users click on, sign up for, or transact through such links. Tennex reserves the right to advertise and promote Third-Party Services as it deems appropriate in its sole discretion.

9.2 No Endorsement or Liability

The presence of advertisements, affiliate links, or references to Third-Party Services on the Platform does not constitute an endorsement, recommendation, guarantee, or warranty by Tennex of any Third-Party Service, its quality, reliability, legality, safety, or suitability for any purpose. TENNEX IS NOT LIABLE FOR AND EXPRESSLY DISCLAIMS ALL RESPONSIBILITY FOR: (a) the performance, quality, accuracy, legality, or availability of any Third-Party Service; (b) any loss, damage, harm, or negative experience arising from your use of or interaction with any Third-Party Service; (c) any terms, conditions, policies, or practices of any Third-Party Service; (d) any disputes between you and any third party; and (e) any financial losses, gambling losses, or other losses incurred through any Third-Party Service. All liability for Third-Party Services rests solely and exclusively with the respective third-party provider.

9.3 User Responsibility

Your use of any Third-Party Service is at your own risk and subject to that third party’s terms and policies. You are solely responsible for evaluating and complying with the terms, conditions, privacy policies, and legal requirements of any Third-Party Service. Tennex encourages you to review the terms and policies of any third party before engaging with their services.

10. SPORTS DATA AND ALGORITHM DISCLAIMERS

10.1 Third-Party Data Sources

Tennex's Predictions may be based in whole or in part on data obtained from third-party sources, including but not limited to tennis statistics databases, player ranking databases, match result archives, and other publicly available or licensed data sources. Tennex does not control, verify, or guarantee the accuracy, completeness, timeliness, or reliability of any third-party data. Tennex shall not be held liable for any errors, omissions, inaccuracies, or delays in third-party data, or for any losses arising from reliance on Predictions based on such data.

10.2 Proprietary Data

Tennex may also generate, compile, or maintain its own proprietary data, ratings, rankings, and statistical models. While Tennex strives for accuracy, Tennex makes no warranty or guarantee that any proprietary data is accurate, complete, current, or error-free. All proprietary data is provided "as is" without warranty of any kind. Tennex reserves the right to correct, update, modify, or remove any data at any time without notice.

10.3 Algorithm Limitations

You acknowledge and understand that no mathematical algorithm, statistical model, or predictive system can account for all variables that may affect the outcome of a professional tennis match. Factors that may influence match outcomes but cannot be fully captured by any algorithm include, without limitation: player injuries (disclosed or undisclosed), illness, fatigue, mental state, motivation, personal issues, weather conditions, court conditions, crowd effects, match-fixing or corruption, officiating decisions, equipment malfunctions, travel-related factors, scheduling changes, walkovers, retirements, and any other unforeseen circumstances. These inherent and unavoidable limitations are a fundamental characteristic of all predictive analytics systems and are NOT defects in the Service, grounds for refund, or grounds for any claim against Tennex.

10.4 Platform Modification Rights

Tennex reserves the absolute right to modify, update, change, replace, or discontinue the Algorithm, rating system, data sources, prediction methodology, weighting systems, or any other aspect of the Platform's analytical framework at any time, with or without notice, and without any liability to you. Changes to the Algorithm or methodology do not constitute grounds for a refund or any claim against Tennex.

11. NO PROFESSIONAL ADVICE

THE PLATFORM AND THE SERVICE DO NOT PROVIDE, AND SHALL NOT BE CONSTRUED AS PROVIDING, ANY FORM OF PROFESSIONAL ADVICE, INCLUDING BUT NOT LIMITED TO: (a) financial advice or investment advice; (b) gambling advice or wagering recommendations; (c) legal advice; (d) tax advice or tax planning; (e) accounting advice; or (f) any other form of professional consultation or recommendation.

Predictions are algorithmic outputs based on statistical analysis and should not be relied upon as the sole or primary basis for any financial decision, gambling decision, or other significant decision. You should consult with a qualified, licensed professional in the relevant field before making any decisions based on information from the Platform. Tennex is not a registered investment advisor, licensed financial planner, certified public accountant, attorney, or any other type of licensed professional advisor. No fiduciary, advisory, or professional-client relationship is created by your use of the Platform.

12. USER REPRESENTATIONS AND WARRANTIES

By using the Platform, you expressly represent and warrant that:

- (a) You have read, understood, and voluntarily agreed to all provisions of these Terms without duress, coercion, undue influence, or pressure of any kind;
 - (b) You understand that Predictions are probabilistic assessments generated by mathematical algorithms and are not guaranteed outcomes;
 - (c) You will not rely on Predictions as the sole or primary basis for any financial, gambling, or wagering decision;
 - (d) You understand and accept all risks associated with the use of the Platform as described in these Terms;
 - (e) You will not violate the Refund Policy or file unauthorized disputes, chargebacks, or refund requests outside of the permitted refund windows;
 - (f) You will not violate any provision of these Terms, including the intellectual property, confidentiality, and acceptable use provisions;
 - (g) You are not located in a jurisdiction where your use of the Platform is prohibited by law;
 - (h) You are at least eighteen (18) years of age and have the legal capacity to enter into this Agreement;
 - (i) You accept sole responsibility for all decisions and actions taken based on information from the Platform;
 - (j) You will not hold Tennex liable for any losses, damages, or negative outcomes arising from your use of the Platform or your independent decisions;
 - (k) You acknowledge that past prediction accuracy does not guarantee future results;
 - (l) You understand that your acceptance of these Terms constitutes a legally binding agreement and electronic signature;
 - (m) You have not been induced to accept these Terms by any representation not contained herein; and
 - (n) You will comply with all applicable laws and regulations in connection with your use of the Platform.
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13. DISCLAIMER OF WARRANTIES

THE PLATFORM AND THE SERVICE, INCLUDING ALL PREDICTIONS, CONTENT, DATA, ANALYTICS, AND MATERIALS PROVIDED THROUGH THE PLATFORM, ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE,” AND “WITH ALL FAULTS” BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENNEX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (C) WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, QUALITY, OR SUITABILITY OF ANY PREDICTIONS, CONTENT, OR DATA; (D) WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR HARMFUL COMPONENTS; (E) WARRANTIES THAT PREDICTIONS WILL BE ACCURATE, CORRECT, OR PROFITABLE; AND (F) WARRANTIES THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, EXPECTATIONS, OR STANDARDS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PLATFORM AND RELIANCE ON ANY PREDICTIONS, CONTENT, OR DATA IS ENTIRELY AT YOUR OWN RISK. THE FAILURE OF ANY PREDICTION TO ACCURATELY FORECAST A MATCH OUTCOME SHALL NOT CONSTITUTE A BREACH OF THESE TERMS, A DEFECT IN THE SERVICE, OR GROUNDS FOR ANY CLAIM, REFUND, OR REMEDY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TENNEX OR ITS REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

14. ASSUMPTION OF RISK

14.1 Voluntary Assumption

YOU EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE PLATFORM AND THE SERVICE, INCLUDING BUT NOT LIMITED TO: (a) the risk that Predictions may be inaccurate, incomplete, delayed, or otherwise unreliable; (b) the risk of financial loss from any decisions you make based on or influenced by Predictions; (c) the risk of technical failures, interruptions, or errors; (d) the risk that data or algorithms may contain errors or limitations; (e) the risk that third-party data sources may be inaccurate; and (f) all other risks arising from your use of the Platform, whether known or unknown, foreseen or unforeseen.

14.2 Independent Decision-Making

You acknowledge that any decision you make based on, influenced by, or related to information from the Platform is your own independent, voluntary decision made at your sole risk and discretion. Tennex is not a party to, and bears no responsibility for, any decision you make or any action you take. You shall not

hold Tennex responsible for any outcome resulting from your independent decisions, regardless of whether such decisions were informed by Tennex Predictions.

14.3 No Fiduciary or Advisory Relationship

Nothing in these Terms or on the Platform creates any fiduciary, advisory, consultant-client, professional, or special relationship between Tennex and you. Tennex does not owe you any duty of care beyond what is expressly stated in these Terms.

15. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TENNEX, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, ASSIGNS, LICENSORS, SERVICE PROVIDERS, CONTRACTORS, CONSULTANTS, OR ANY OTHER PARTIES INVOLVED IN CREATING, PRODUCING, DELIVERING, OR MAINTAINING THE PLATFORM (COLLECTIVELY, THE “TENNEX PARTIES”) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY OF THE FOLLOWING, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE TENNEX PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES:

- (a) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES;
- (b) DAMAGES FOR LOSS OF PROFITS, REVENUE, SAVINGS, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION;
- (c) DAMAGES ARISING FROM OR RELATED TO ANY INACCURACY OR FAILURE OF ANY PREDICTION;
- (d) DAMAGES ARISING FROM YOUR RELIANCE ON ANY PREDICTION, CONTENT, OR DATA;
- (e) DAMAGES ARISING FROM ANY GAMBLING, WAGERING, BETTING, OR FINANCIAL LOSSES;
- (f) DAMAGES ARISING FROM DECISIONS OR ACTIONS YOU TAKE BASED ON PLATFORM INFORMATION;
- (g) DAMAGES ARISING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR ACCOUNT;
- (h) DAMAGES ARISING FROM SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, OR SUBSTITUTE SERVICES;
- (i) DAMAGES ARISING FROM STATEMENTS, CONDUCT, OR CONTENT OF ANY THIRD PARTY OR USER;
- (j) DAMAGES ARISING FROM YOUR USE OF OR RELIANCE ON ANY THIRD-PARTY SERVICE;
- (k) DAMAGES ARISING FROM ERRORS IN THIRD-PARTY OR PROPRIETARY DATA;
- (l) DAMAGES ARISING FROM ALGORITHM LIMITATIONS OR CHANGES; OR

(m) ANY OTHER DAMAGES OF ANY KIND, WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF ALL TENNEX PARTIES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, THE PLATFORM, OR THE SERVICE SHALL NOT EXCEED THE LESSER OF: (I) THE TOTAL FEES ACTUALLY PAID BY YOU TO TENNEX DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY AND EVEN IF A LIMITED REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT TENNEX HAS OFFERED THE PLATFORM AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH HEREIN, WHICH REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TENNEX.

16. SPECIFIC DISCLAIMERS REGARDING PREDICTIONS AND LOSSES

16.1 No Liability for Prediction Outcomes

TENNEX SHALL HAVE ABSOLUTELY NO LIABILITY WHATSOEVER FOR THE ACCURACY, INACCURACY, OR OUTCOME OF ANY PREDICTION. The nature of sports competition means that outcomes are inherently uncertain. Even highly probable predictions may prove incorrect. Such inaccuracy is an inherent and expected characteristic of predictive analytics, not a defect in the Service.

16.2 No Liability for Gambling or Financial Losses

TENNEX IS NOT LIABLE, UNDER ANY LEGAL THEORY, FOR ANY GAMBLING LOSSES, WAGERING LOSSES, BETTING LOSSES, FINANCIAL LOSSES, OR ANY OTHER LOSSES OF ANY KIND THAT YOU MAY INCUR. This includes losses from wagers placed based on Predictions, financial decisions influenced by Platform content, use of Predictions with any third-party betting platform, or any other activity undertaken based on Platform information.

16.3 No Liability for Third-Party Actions

Tennex is not liable for any acts, omissions, products, services, terms, conditions, or practices of any third party, including sportsbooks, bookmakers, betting exchanges, payment processors, or any other third-party platforms or services.

16.4 No Liability for Independent Decisions

Tennex is not liable for any consequences arising from your independent decisions, whether or not such decisions were informed by Predictions. You are solely responsible for your own decision-making and the consequences thereof.

16.5 No Liability for Data Provision

Tennex provides data, analytics, statistical analysis, and Predictions as an information service. THE ACT OF PROVIDING DATA AND PREDICTIONS TO USERS IS AN INFORMATIONAL SERVICE AND DOES NOT CREATE ANY LIABILITY ON THE PART OF TENNEX FOR HOW USERS CHOOSE TO USE, INTERPRET, OR ACT UPON SUCH INFORMATION. Tennex is not liable for the provision of data or Predictions, regardless of their accuracy or the uses to which they are put. Users receive information; what they do with that information is entirely their own responsibility.

17. TESTIMONIALS, RESULTS, AND PAST PERFORMANCE

The Platform may display historical prediction accuracy rates, win/loss records, track records, testimonials, user results, or other performance metrics (“Performance Data”). You acknowledge and agree that: (a) PAST PERFORMANCE AND HISTORICAL ACCURACY RATES DO NOT GUARANTEE, PREDICT, OR INDICATE FUTURE RESULTS; (b) Performance Data is provided for informational purposes only and should not be relied upon as an indicator of future prediction accuracy; (c) individual results may vary significantly from historical averages; (d) market conditions, player performance, and other variables change over time; (e) testimonials and user results represent individual experiences and are not representative of all users; and (f) Tennex makes no warranty or representation regarding the consistency, repeatability, or sustainability of any historical performance metric.

18. INDEMNIFICATION AND RELEASE

18.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless the Tennex Parties from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, judgments, settlements, penalties, fines, costs, and expenses (including reasonable attorneys’ fees, expert witness fees, and court costs) arising out of or relating to: (a) your use of the Platform or the Service; (b) your violation of these Terms; (c) your violation of any applicable law; (d) any content you submit through the Platform; (e) any gambling, wagering, betting, or financial activity you engage in; (f) your infringement of any intellectual property or other right; (g) any claim by a third party arising from your use of the Platform; (h) any negligent, wrongful, or illegal act by you; (i) your breach of any representation or warranty in these Terms; (j) your filing of unauthorized disputes or chargebacks; and (k) your sharing of Predictions or confidential Platform content with third parties.

18.2 Release of Claims

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, ACQUIT, AND FOREVER DISCHARGE THE TENNEX PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES OF EVERY KIND AND NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, DISCLOSED OR UNDISCLOSED, ARISING FROM YOUR USE OF THE PLATFORM.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." YOU ACKNOWLEDGE THAT YOU MAY DISCOVER FACTS DIFFERENT FROM THOSE YOU NOW KNOW, AND THIS RELEASE SHALL REMAIN EFFECTIVE NOTWITHSTANDING SUCH DISCOVERY.

19. BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

19.1 Agreement to Arbitrate

You and Tennex mutually agree that any and all disputes, claims, or controversies arising out of or relating to these Terms, the Platform, the Service, or the relationship between you and Tennex ("Disputes") shall be resolved exclusively through final and binding individual arbitration, rather than in court, except that: (a) either party may bring an individual action in small claims court if the claim qualifies; and (b) either party may seek injunctive or equitable relief in court to protect intellectual property rights.

19.2 Dispute Escalation Tiers

Before commencing arbitration, you must follow the following mandatory dispute resolution process:

- (a) Tier 1 — Customer Support: You must first contact Tennex customer support at tennextennis@protonmail.com and describe your complaint in writing. Tennex shall have fourteen (14) calendar days to respond and attempt resolution.
- (b) Tier 2 — Written Notice of Dispute: If the Dispute is not resolved through customer support, you must send a formal written Notice of Dispute ("Notice") to Tennex by certified mail or email to tennextennis@protonmail.com. The Notice must describe: (i) the nature and basis of the claim; (ii) the specific relief sought; and (iii) your contact information.
- (c) Tier 3 — Informal Resolution Period: After receiving the Notice, the parties shall attempt in good faith to resolve the Dispute informally for at least sixty (60) calendar days. During this period, no arbitration may be commenced.

(d) Tier 4 — Arbitration: If the Dispute cannot be resolved through the foregoing tiers, either party may commence binding individual arbitration as described below.

19.3 Arbitration Rules and Procedures

The arbitration shall be administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules then in effect. The arbitration shall be conducted by a single arbitrator with substantial experience in resolving commercial disputes. The seat of arbitration shall be in the State of Wyoming. The arbitrator shall have exclusive authority to resolve all Disputes, including scope, enforceability, and arbitrability.

19.4 Individual Arbitration Only

YOU AND TENNEX AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN YOUR INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS ACTION, COLLECTIVE ACTION, MASS ARBITRATION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER TYPE OF REPRESENTATIVE OR CONSOLIDATED PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF REPRESENTATIVE, CLASS, OR COLLECTIVE PROCEEDING. THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE THAT PARTY’S INDIVIDUAL CLAIM.

19.5 Class Action Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND TENNEX EACH WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, MASS ARBITRATION, REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING WITH RESPECT TO ANY DISPUTE. YOU AND TENNEX EACH WAIVE ANY RIGHT TO A JURY TRIAL. YOU MAY NOT BRING, JOIN, OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR ARBITRATION AGAINST TENNEX. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS ACTION WAIVER IS VOID OR UNENFORCEABLE, THEN THE ARBITRATION PROVISIONS SHALL BE DEEMED NULL AND VOID IN THEIR ENTIRETY AND THE PARTIES SHALL BE DEEMED TO NOT HAVE AGREED TO ARBITRATE DISPUTES.

19.6 Confidentiality of Arbitration

All arbitration proceedings, including filings, evidence, testimony, briefs, discovery materials, correspondence, the arbitrator’s decision, and the outcome, shall be strictly confidential. Neither party shall disclose any information about the arbitration to any third party, except as may be required by law, to enforce the arbitration award, or as mutually agreed in writing. This confidentiality obligation survives the conclusion of the arbitration and the termination of these Terms.

19.7 Arbitration Fees and Costs

Payment of filing, administration, and arbitrator fees will be governed by the AAA’s rules. Each party shall bear its own attorneys’ fees and costs unless the arbitrator determines applicable law entitles the prevailing party to attorneys’ fees.

19.8 Arbitrator's Authority

The arbitrator shall apply the substantive law of the State of Wyoming, consistent with the Federal Arbitration Act. The arbitrator's decision shall be final and binding. Judgment on the arbitration award may be entered in any court of competent jurisdiction.

19.9 Limitation on Claims

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, OR THE SERVICE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CLAIM IS PERMANENTLY AND IRREVOCABLY BARRED.

19.10 Opt-Out Right

You have the right to opt out of this arbitration and class action waiver provision by sending written notice of your decision to opt out to tennextennis@protonmail.com within thirty (30) days of first accepting these Terms. If you opt out, all other provisions of these Terms continue to apply.

19.11 Severability and Survival

If any portion of this Section 19 is found unenforceable, the remainder shall remain in full force and effect. If the class action waiver in Section 19.5 is found unenforceable, the entirety of this Section 19 shall be null and void, and Disputes shall be decided by a court in the State of Wyoming with each party waiving jury trial rights. This Section 19 survives termination of these Terms.

20. RESPONSIBLE GAMBLING AND GAMING RESOURCES

While Tennex is not a gambling platform and does not facilitate or encourage gambling, Tennex recognizes that some Users may choose to use information from the Platform in connection with independent sports wagering activities. In good faith and out of concern for User wellbeing, Tennex provides the following resources for Users who may experience difficulties with gambling:

National Council on Problem Gambling (NCPG): 1-800-522-4700 | www.ncpgambling.org

Gamblers Anonymous: www.gamblersanonymous.org

National Problem Gambling Helpline: Call or text 1-800-522-4700 (available 24/7)

SAMHSA National Helpline: 1-800-662-4357 | www.samhsa.gov

The provision of these resources is purely informational and is done in good faith. It does not constitute an acknowledgment by Tennex that the Platform is a gambling service, nor does it create any duty, obligation, or liability on the part of Tennex to monitor, prevent, or intervene in any User's gambling activities. If you or someone you know is struggling with gambling, please reach out to one of the resources above.

21. GEOGRAPHIC RESTRICTIONS

The Platform is operated from the United States. Tennex reserves the right, at its sole discretion, to limit, restrict, suspend, or block access to the Platform from any geographic location, country, state, territory, or jurisdiction at any time, for any reason or no reason, with or without notice. Tennex makes no representation that the Platform is appropriate, available, or legal for use in any particular location. If you access the Platform from outside the United States, you do so at your own risk and are solely responsible for compliance with all applicable local laws. Tennex shall not be liable for any consequences arising from your access to or use of the Platform from a jurisdiction where such access or use is prohibited or restricted.

22. DATA, PRIVACY, AND COMMUNICATIONS

22.1 Privacy Policy

Your privacy is important to us. Our collection, use, and disclosure of your personal information is governed by our Privacy Policy, incorporated into these Terms by reference.

22.2 Communications

By creating an account or providing your email address, you consent to receive electronic communications from Tennex, including service announcements, administrative messages, promotional materials, and updates. You may opt out of promotional communications, but you may not opt out of service-related communications while you maintain an active account.

22.3 Analytics and Tracking

Tennex may use cookies, web beacons, analytics tools, and similar technologies to collect information about your use of the Platform. This data may be used to improve the Platform, personalize your experience, analyze usage patterns, and for other purposes described in our Privacy Policy.

23. GENERAL PROVISIONS

23.1 Governing Law

These Terms, and any dispute arising out of or relating to these Terms, the Platform, or the Service, 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. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

23.2 Exclusive Jurisdiction

Subject to the arbitration provisions in Section 19, any legal action not subject to arbitration shall be brought exclusively in the federal or state courts located in the State of Wyoming, and you irrevocably consent to the personal jurisdiction and venue of such courts.

23.3 Entire Agreement

These Terms, together with the Incorporated Policies, constitute the entire agreement between you and Tennex regarding the Platform and the Service, and supersede all prior agreements, representations, warranties, and understandings.

23.4 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

23.5 Waiver

The failure of Tennex to exercise any right or provision of these Terms shall not constitute a waiver. No waiver shall be effective unless made in writing.

23.6 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without Tennex's prior written consent. Tennex may freely assign its rights and obligations without restriction or notice.

23.7 Force Majeure

Tennex shall not be liable for any failure or delay in performing its obligations if such failure results from circumstances beyond Tennex's reasonable control, including acts of God, natural disasters, epidemics, pandemics, war, terrorism, riots, government actions, labor disputes, power failures, internet failures, cyberattacks, or any other force majeure event.

23.8 No Third-Party Beneficiaries

These Terms are for the sole benefit of Tennex and you and do not confer any third-party beneficiary rights.

23.9 Relationship of the Parties

Nothing in these Terms creates a partnership, joint venture, agency, employment, or franchise relationship.

23.10 Construction

These Terms shall not be construed against any party by reason that such party drafted them. Both parties acknowledge the opportunity to review and negotiate.

23.11 Cumulative Remedies

All rights and remedies of Tennex are cumulative and in addition to any other rights and remedies available at law, in equity, or otherwise.

23.12 Injunctive Relief

You acknowledge that any breach of Sections 5 (Intellectual Property), 6 (Anti-Scraping), or 7 (Acceptable Use) would cause irreparable harm to Tennex. Tennex shall be entitled to seek injunctive relief without proving actual damages or posting a bond.

23.13 Statute of Limitations

Regardless of any statute or law to the contrary, any claim arising out of or related to these Terms must be filed within one (1) year after such claim arose, or be forever barred.

23.14 Electronic Signature Consent

You agree that your electronic acceptance of these Terms (by clicking "I Agree," creating an account, completing a purchase, or using the Platform) constitutes a legally binding electronic signature under the E-SIGN Act (15 U.S.C. §7001 et seq.) and the Uniform Electronic Transactions Act (UETA), and has the same force and effect as a handwritten signature.

23.15 Platform Availability

Tennex does not guarantee that the Platform will be available at all times or without interruption. Tennex reserves the right to modify, suspend, or discontinue the Platform at any time without notice or liability.

23.16 Monitoring and Recording

Tennex reserves the right to monitor, review, record, and analyze any and all use of the Platform for any purpose, including ensuring compliance with these Terms and cooperating with law enforcement. You consent to such monitoring.

23.17 Export Compliance

You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations and trade sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control.

23.18 Notices

Tennex may provide notices by email or posting on the Platform. Notices to Tennex must be sent by email to tennextennis@protonmail.com or by certified mail to Tennex's registered business address as published on the Platform.

24. CONTACT INFORMATION

If you have any questions about these Terms of Service, please contact us at:

Tennex

Email: tennextennis@protonmail.com

Website: www.tennextennis.com

For legal notices, including Notices of Dispute under Section 19.2, please send correspondence to the email address above or by certified mail to Tennex's registered business address as published on the Platform.

25. ACKNOWLEDGMENT AND ACCEPTANCE

BY ACCESSING, USING, OR REGISTERING FOR THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND VOLUNTARILY AGREE TO BE BOUND BY THESE TERMS OF SERVICE IN THEIR ENTIRETY, WITHOUT DURESS, COERCION, OR UNDUE INFLUENCE, INCLUDING THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 19.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (A) TENNEX IS AN INFORMATION AND ANALYTICS PLATFORM, NOT A GAMBLING PLATFORM; (B) PREDICTIONS ARE PROBABILISTIC ASSESSMENTS, NOT GUARANTEED OUTCOMES; (C) YOU ARE SOLELY RESPONSIBLE FOR YOUR OWN DECISIONS AND ACTIONS; (D) TENNEX HAS NO LIABILITY FOR ANY LOSSES YOU MAY INCUR; (E) YOU HAVE WAIVED YOUR RIGHT TO PARTICIPATE IN CLASS ACTION LAWSUITS; (F) DISPUTES WILL BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION; (G) PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS; (H) YOU WILL NOT FILE UNAUTHORIZED DISPUTES OR CHARGEBACKS; (I) THE PROVISION OF DATA AND PREDICTIONS DOES NOT CREATE LIABILITY FOR TENNEX; AND (J) YOUR ACCEPTANCE OF THESE TERMS CONSTITUTES A LEGALLY BINDING ELECTRONIC SIGNATURE.

These Terms of Service were last updated on February 20, 2026.

TENNEX

END USER LICENSE AGREEMENT

(EULA)

Last Updated: February 20, 2026

Effective Date: February 20, 2026

www.tennextennis.com

IMPORTANT — READ CAREFULLY BEFORE USING THE PLATFORM. THIS END USER LICENSE AGREEMENT (“EULA” OR “LICENSE AGREEMENT”) IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND TENNEX. BY ACCESSING, USING, OR REGISTERING FOR THE PLATFORM, YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS EULA, DO NOT ACCESS OR USE THE PLATFORM.

THIS EULA SUPPLEMENTS AND IS INCORPORATED INTO OUR TERMS OF SERVICE, PRIVACY POLICY, AND REFUND POLICY. IN THE EVENT OF ANY CONFLICT BETWEEN THIS EULA AND THE TERMS OF SERVICE, THE TERMS OF SERVICE SHALL CONTROL. THIS EULA IS SUBJECT TO THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS SET FORTH IN OUR TERMS OF SERVICE.

1. DEFINITIONS

“Algorithm” means Tennex’s proprietary prediction algorithms, mathematical models, Elo rating systems, blended rating formulas, statistical models, data processing methodologies, weighting systems, and all related proprietary technologies.

“Content” means all Predictions, analytics, data, ratings, rankings, text, graphics, images, audio, video, software, code, and all other materials and information made available through the Platform.

“EULA” means this End User License Agreement.

“Exported Content” means any Content that is downloaded, exported, saved, cached, screenshotted, screen-recorded, or otherwise captured or reproduced from the Platform in any format or medium.

“Licensee” or “User” or “you” means the individual who accesses or uses the Platform under this EULA.

“Licensor” or “Tennex” or “we” means Tennex and its parent company, affiliates, subsidiaries, successors, and assigns.

“Platform” means the Tennex web application located at www.tennextennis.com, and any future mobile applications, desktop applications, APIs, browser extensions, software, and related services, tools, and features offered by Tennex, in any format and on any device or medium, whether now known or hereafter developed.

“Predictions” means all algorithmically generated predictions, picks, projections, probabilities, ratings, rankings, and analytical outputs provided through the Platform.

“Software” means any downloadable or installable software, applications, browser extensions, plugins, SDKs, APIs, and related code that Tennex may make available now or in the future as part of the Platform.

2. LICENSE GRANT

2.1 Limited License

Subject to your compliance with this EULA, the Terms of Service, and all other applicable Tennex policies, Tennex grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable, personal license to access and use the Platform solely for your own personal, non-commercial, informational purposes during your active subscription period or authorized access period (the "License").

2.2 Scope of License

This License permits you to:

- (a) Access and view the Platform through a standard web browser on your personal device(s);
- (b) View Predictions and Content made available to you based on your subscription level;
- (c) Participate in community features, including Discord, subject to Community Guidelines; and
- (d) Use the Platform's features and tools as intended and as described on the Platform.

2.3 Single-User License

This License is granted to you as an individual. One account corresponds to one person. You may not share, lend, sell, transfer, sublicense, or otherwise make your account credentials, login information, or access to the Platform available to any other person or entity. You may not allow multiple individuals to use a single account. You may not create or maintain multiple accounts for a single individual. Each User must maintain their own separate account and subscription.

2.4 Future Software and Applications

If Tennex makes available any downloadable or installable Software, mobile applications, desktop applications, browser extensions, APIs, or other software in the future, such Software shall be governed by this EULA and any additional license terms provided with the Software. By downloading, installing, or using any Software, you agree to be bound by this EULA and any applicable additional terms.

3. LICENSE RESTRICTIONS

The License granted under this EULA is subject to the following restrictions. You shall not, and shall not permit, enable, encourage, or assist any third party to:

- (a) Copy, reproduce, duplicate, distribute, transmit, broadcast, display, publish, sell, resell, license, sublicense, rent, lease, or loan any Content, Predictions, or any part of the Platform;
- (b) Modify, adapt, translate, alter, create derivative works based on, or otherwise make any changes to the Platform, the Content, or any part thereof;

- (c) Reverse engineer, decompile, disassemble, decode, decrypt, or otherwise attempt to derive or discover the source code, object code, underlying structure, algorithms, ideas, methodologies, or trade secrets of the Platform, the Algorithm, or any Software;
 - (d) Circumvent, disable, tamper with, or otherwise interfere with any security, access control, digital rights management, encryption, obfuscation, or other technological protection measures in the Platform or any Software;
 - (e) Use any automated tools, bots, scrapers, spiders, crawlers, data mining tools, robots, browser extensions, scripts, or any manual process designed to systematically access, monitor, copy, extract, compile, aggregate, or harvest any Content, Predictions, data, or other information from the Platform;
 - (f) Frame, mirror, embed, or otherwise incorporate any portion of the Platform into any other website, application, software, or service;
 - (g) Remove, alter, obscure, or tamper with any copyright notices, trademarks, proprietary legends, watermarks, or other proprietary markings or attributions on or within the Platform or any Content;
 - (h) Use the Platform for any commercial purpose, including but not limited to resale or redistribution of Predictions, operating a competing tipster or prediction service, providing Content to third parties for compensation, or incorporating Predictions into any product or service;
 - (i) Share, post, broadcast, publish, screenshot, screen-record, or otherwise distribute any unresolved Prediction or confidential Platform Content by any means, including social media, text messages, emails, forums, Discord messages, group chats, or any other communication channel;
 - (j) Access the Platform through any virtual private network (VPN), proxy server, anonymizer, Tor network, or similar technology designed to mask, conceal, or misrepresent your true geographic location, IP address, or identity, unless expressly permitted by Tennex;
 - (k) Use the Platform in any manner that violates any applicable local, state, national, or international law or regulation;
 - (l) Interfere with, disrupt, or attempt to gain unauthorized access to the Platform, its servers, networks, databases, or any connected systems;
 - (m) Introduce any virus, trojan, worm, malware, ransomware, spyware, adware, or other harmful or malicious code into the Platform;
 - (n) Impersonate any person or entity or misrepresent your identity or affiliation with any person or entity;
 - (o) Collect, harvest, or store any personal information of other Users of the Platform; or
 - (p) Assist, encourage, enable, or facilitate any third party in doing any of the foregoing.
-

4. INTELLECTUAL PROPERTY OWNERSHIP

4.1 Tennex Retains All Rights

This EULA grants you a limited license to use the Platform. It does NOT transfer any ownership rights to you. Tennex retains all right, title, and interest in and to the Platform, the Algorithm, all Content, all Predictions, all Software, and all intellectual property rights therein, including but not limited to all patents, copyrights, trademarks, service marks, trade names, trade dress, trade secrets, know-how, moral rights,

and all other proprietary rights, whether registered or unregistered, throughout the world. Nothing in this EULA shall be construed as granting you any ownership, co-ownership, or other proprietary interest in any Tennex intellectual property.

4.2 Trade Secrets

The Algorithm, including all prediction models, mathematical formulas, Elo rating systems, weighting methodologies, data processing techniques, and statistical models, constitutes valuable trade secrets and confidential proprietary information of Tennex. You acknowledge the trade secret status of the Algorithm and agree to treat all information relating to the Algorithm as strictly confidential.

4.3 Exported Content and Screenshots

Any Exported Content — including but not limited to screenshots, screen recordings, photographs of screens, cached copies, saved pages, downloaded files, printed copies, or any other reproduction of Platform Content in any format or medium — remains the exclusive intellectual property of Tennex and is governed by this EULA, our Terms of Service, and all other applicable Tennex policies. The act of capturing, saving, or reproducing any Content does not transfer any ownership rights, license rights, or other interests to you. Exported Content may only be retained for your personal, non-commercial reference and may not be shared, distributed, published, or disclosed to any third party.

4.4 Trademarks

The Tennex name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks and service marks of Tennex. You may not use such marks without the prior written permission of Tennex. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners.

5. NON-COMPETE AND NON-BENCHMARKING

5.1 Non-Compete

During the term of your subscription and for a period of twelve (12) months following the termination or expiration of your account, you agree that you shall not, directly or indirectly, use any knowledge, data, insights, methodologies, strategies, patterns, or information gained from your use of the Platform to develop, create, operate, manage, consult for, contribute to, invest in, or otherwise participate in any product, service, platform, application, algorithm, or business that competes with or is substantially similar to the Platform or any aspect of the Service. This restriction applies regardless of whether such competing product or service targets the same sport, market, or user base as Tennex.

5.2 Non-Benchmarking

You agree that you shall not, without the prior written consent of Tennex, conduct, publish, disclose, distribute, or make available to any third party any benchmarking, performance comparison, competitive analysis, accuracy comparison, or similar evaluation of the Platform, the Algorithm, or any Predictions against any competing product, service, algorithm, or prediction system. This includes but is not limited to

publishing comparison articles, social media posts, blog posts, academic papers, forum posts, or any other public or private communication that benchmarks Tennex against any competitor. Any violation of this provision entitles Tennex to seek injunctive relief and damages.

6. API AND DEVELOPER ACCESS

6.1 API License

Tennex may, in the future, offer an Application Programming Interface (“API”) that allows authorized Users or third parties to access certain data, Predictions, or Platform functionality programmatically. Access to the API shall be governed by this EULA, the Terms of Service, and any additional API-specific terms, documentation, rate limits, and usage restrictions provided by Tennex.

6.2 API Restrictions

If API access is made available, you agree that you shall not: (a) exceed any rate limits, usage quotas, or other restrictions imposed by Tennex; (b) use the API to build a competing product or service; (c) redistribute, resell, sublicense, or make available API data or responses to any third party unless expressly permitted; (d) use the API in any manner that could damage, disable, overburden, or impair the Platform; (e) use the API to scrape, extract, or compile data beyond what is expressly permitted; or (f) reverse engineer the Algorithm through analysis of API responses or behavior.

6.3 API Termination

Tennex reserves the right to revoke, suspend, restrict, or terminate API access at any time, for any reason, with or without notice. Tennex may modify the API, its endpoints, data formats, rate limits, or available features at any time without liability.

7. TELEMETRY, UPDATES, AND REMOTE ACCESS

7.1 Telemetry and Usage Tracking

The Platform, and any future Software, may collect telemetry data, usage statistics, performance metrics, error logs, crash reports, and other diagnostic information. By using the Platform, you consent to the collection and transmission of such data to Tennex. This data is used to improve the Platform, diagnose issues, optimize performance, improve the Algorithm, and for other purposes described in our Privacy Policy. Telemetry data collection does not require additional notice or consent beyond your acceptance of this EULA and our Privacy Policy.

7.2 Automatic Updates

If Tennex makes Software available in the future, such Software may include automatic update functionality that downloads and installs updates, patches, bug fixes, new features, and other modifications without additional notice or consent. By installing or using any Software, you consent to

automatic updates. Tennex is not obligated to provide any updates, and updates may change, remove, or add features at Tennex's sole discretion.

7.3 Remote Deactivation

Tennex reserves the right to remotely disable, deactivate, suspend, restrict, or revoke your access to the Platform or any Software at any time, for any reason or no reason, with or without notice, at its sole and absolute discretion. This includes the ability to remotely deactivate Software installed on your device(s), revoke API keys or tokens, block IP addresses, and terminate sessions. You acknowledge and consent to Tennex's ability to exercise these rights.

8. DISCLAIMER OF WARRANTIES

THE PLATFORM, ALL CONTENT, ALL PREDICTIONS, AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TENNEX EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO: (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, ACCURATE, OR FREE OF VIRUSES OR HARMFUL COMPONENTS; (C) WARRANTIES THAT PREDICTIONS WILL BE ACCURATE, CORRECT, PROFITABLE, OR MEET YOUR EXPECTATIONS; (D) WARRANTIES REGARDING THE COMPATIBILITY OF ANY SOFTWARE WITH YOUR DEVICE OR OPERATING SYSTEM; AND (E) WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

TENNEX DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT ANY ERRORS OR DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TENNEX SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS EULA.

9. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TENNEX OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, SUCCESSORS, ASSIGNS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, BUSINESS OPPORTUNITY, OR BUSINESS INTERRUPTION, ARISING FROM OR

RELATED TO THIS EULA, THE PLATFORM, ANY CONTENT, ANY PREDICTIONS, OR ANY SOFTWARE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TENNEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TENNEX'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS EULA SHALL NOT EXCEED THE LESSER OF: (I) THE TOTAL FEES ACTUALLY PAID BY YOU TO TENNEX DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (II) ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

Tennex is not liable for any damages arising from: (a) inaccurate Predictions; (b) gambling, wagering, or financial losses; (c) decisions you make based on Platform information; (d) unauthorized access to your account; (e) third-party actions or services; (f) data loss or security incidents; (g) Algorithm limitations or changes; (h) Software incompatibility with your device; or (i) any other matter relating to the Platform or the Service.

10. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Tennex and its officers, directors, employees, agents, affiliates, subsidiaries, and service providers from and against any and all claims, demands, actions, suits, losses, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your use of the Platform or any Software; (b) your violation of this EULA, the Terms of Service, or any applicable law; (c) your violation of any intellectual property or other right of any person or entity; (d) any claim by a third party arising from your use of the Platform; (e) your sharing, distribution, or disclosure of any Content or Predictions; (f) your development or operation of any competing product or service; (g) your benchmarking activities; or (h) your use of VPNs, proxies, or similar tools in violation of this EULA.

11. TERM AND TERMINATION

11.1 Term

This EULA is effective from the date you first access or use the Platform and continues until terminated by either party as described herein. Your License to use the Platform is coterminous with your active subscription or authorized access period, subject to earlier termination as provided in this EULA.

11.2 Termination by Tennex

Tennex may terminate this EULA and your License at any time, for any reason or no reason, with or without notice, at its sole and absolute discretion. Tennex may also suspend, restrict, or limit your access without terminating this EULA.

11.3 Termination by You

You may terminate this EULA by canceling your subscription through Whop, ceasing all use of the Platform, and deleting any Software from your devices. Termination of this EULA does not entitle you to any refund, except as expressly provided in our Refund Policy.

11.4 Effect of Termination

Upon termination of this EULA for any reason: (a) all rights and licenses granted to you under this EULA immediately terminate; (b) you must immediately cease all use of the Platform and any Software; (c) you must delete, destroy, or return all copies of any Software and Exported Content in your possession or control; (d) you must cease using any knowledge or information gained from the Platform in connection with any competing product or service; (e) you remain bound by the non-compete and non-benchmarking provisions of Section 5 for the periods specified therein; (f) you remain liable for all amounts owed to Tennex; and (g) all provisions of this EULA that by their nature should survive termination shall survive, including Sections 3, 4, 5, 8, 9, 10, 12, 13, 14, 15, and 16.

12. GOVERNMENT AND EXPORT COMPLIANCE

You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC). You represent and warrant that you are not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, and that you are not listed on any U.S. government list of prohibited or restricted parties.

If you are a U.S. government end user, the Platform and any Software are "Commercial Items" as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Government users acquire only the rights set forth in this EULA.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This EULA is 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. Any dispute arising out of or relating to this EULA 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. You agree to resolve all disputes related to this EULA through binding individual arbitration in accordance with the Terms of Service.

14. SEVERABILITY

If any provision of this EULA is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, shall be severed from this EULA. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision of this EULA, and the remaining provisions shall continue in full force and effect.

15. ENTIRE AGREEMENT AND RELATIONSHIP TO OTHER POLICIES

This EULA, together with our Terms of Service, Privacy Policy, Refund Policy, Community Guidelines, and any other Incorporated Policies, constitutes the entire agreement between you and Tennex regarding the licensing and use of the Platform. In the event of any conflict between this EULA and the Terms of Service, the Terms of Service shall control. In the event of any conflict between this EULA and the Privacy Policy or Refund Policy, this EULA shall control unless the conflicting policy expressly provides otherwise.

This EULA may not be modified, amended, or waived except in writing signed by Tennex. No failure or delay by Tennex in exercising any right under this EULA shall constitute a waiver of that right. Tennex may assign this EULA without restriction. You may not assign this EULA or any rights or obligations hereunder without Tennex's prior written consent.

16. CHANGES TO THIS EULA

Tennex reserves the right to modify this EULA at any time at its sole discretion. Changes will be effective immediately upon posting to the Platform. We may, but are not obligated to, provide notice of changes. Your continued use of the Platform after any changes constitutes your acceptance of the updated EULA. If you do not agree to the updated EULA, you must immediately cease all use of the Platform.

17. CONTACT INFORMATION

If you have any questions about this EULA, please contact us at:

Tennex

Email: tennextennis@protonmail.com

Website: www.tennextennis.com

18. ACKNOWLEDGMENT AND ACCEPTANCE

BY ACCESSING, USING, OR REGISTERING FOR THE PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS END USER LICENSE AGREEMENT IN ITS ENTIRETY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (A) THIS EULA GRANTS YOU A LIMITED LICENSE, NOT OWNERSHIP; (B) ALL INTELLECTUAL PROPERTY RIGHTS REMAIN WITH TENNEX; (C) THE ALGORITHM IS A PROTECTED TRADE SECRET; (D) ALL EXPORTED CONTENT REMAINS TENNEX'S PROPERTY AND IS GOVERNED BY THIS EULA AND ALL APPLICABLE POLICIES; (E) YOU WILL NOT REVERSE ENGINEER, SCRAPE, OR EXTRACT DATA FROM THE PLATFORM; (F) YOU WILL NOT SHARE UNRESOLVED PREDICTIONS; (G) YOU WILL NOT USE THE PLATFORM TO BUILD A COMPETING SERVICE; (H) YOU WILL NOT BENCHMARK TENNEX AGAINST COMPETITORS WITHOUT WRITTEN CONSENT; (I) YOU CONSENT TO TELEMETRY, AUTOMATIC UPDATES, AND REMOTE DEACTIVATION; (J) YOU WILL NOT USE VPNS OR PROXIES TO MASK YOUR LOCATION; (K) YOUR ACCOUNT IS FOR SINGLE-USER USE ONLY; (L) TENNEX MAY TERMINATE YOUR LICENSE AT ANY TIME; AND (M) THIS EULA IS SUBJECT TO BINDING INDIVIDUAL ARBITRATION AND A CLASS ACTION WAIVER.

This End User License Agreement was last updated on February 20, 2026.

TENNEX

REFUND POLICY

Last Updated: February 20, 2026

Effective Date: February 20, 2026

www.tennextennis.com

1. OVERVIEW AND ACCEPTANCE

This Refund Policy (“Policy”) governs all refund requests related to subscriptions and services purchased through the Tennex platform located at www.tennextennis.com (the “Platform”), operated by Tennex and its affiliates (collectively, “Tennex,” “Company,” “we,” “us,” or “our”). This Policy applies to all Users (“User,” “you,” or “your”) who purchase any subscription, product, or service through the Platform via Whop, Inc. (“Whop”), our third-party payment and access management provider.

This Policy is incorporated into and forms part of our Terms of Service and should be read in conjunction with our Terms of Service and Privacy Policy. By purchasing a subscription, accessing the Platform, joining our Whop page, joining our Discord community, or using our services in any capacity, you acknowledge that you have read, understood, and agree to be bound by this Refund Policy, our Terms of Service, and our Privacy Policy.

Furthermore, you acknowledge and agree that the act of requesting a refund constitutes additional confirmation and corroboration of your acceptance of this Refund Policy, our Terms of Service, and our Privacy Policy. By submitting a refund request through any channel, you affirm that you agreed to these policies at the time of purchase and continue to be bound by them.

You expressly grant Tennex the right and authority to dispute, contest, and present evidence against any refund request, chargeback, or payment dispute submitted through Whop, Whop’s Resolution Center, your bank, credit card company, or any other payment provider, on the basis of this Refund Policy, our Terms of Service, and our Privacy Policy. You acknowledge that Tennex may submit these policies, along with your account activity, access logs, and usage data, as evidence in any dispute proceeding.

2. WHAT YOU ARE PURCHASING

When you purchase a Tennex subscription, you are purchasing access to an information and data analytics service that provides algorithmically generated predictions on professional tennis match outcomes. You are paying for access to Predictions, analytics, data, community features, and other content made available through the Platform during your subscription period.

You are NOT purchasing guaranteed outcomes, winning predictions, financial returns, or any specific result. Tennex is an information service, not a gambling platform. The accuracy or inaccuracy of any individual Prediction does not affect the value of the service delivered and does not constitute grounds for a refund. By purchasing a subscription, you acknowledge that you understand and accept this fundamental characteristic of the Service.

The value of the Service is the access to data, analytics, and Predictions — not the outcome of any particular match or Prediction. Whether you win or lose any wager you independently choose to place based on Tennex Predictions has no bearing on the value of the Service delivered and provides no basis for a refund.

3. REFUND ELIGIBILITY WINDOWS

Tennex offers the following limited refund windows based on subscription type. Refund eligibility is determined by the time elapsed since the moment of purchase or renewal charge, regardless of whether you have accessed or used the Platform during that time.

3.1 Weekly Subscriptions

Refund requests must be submitted within twenty-four (24) hours of the purchase or renewal charge. After twenty-four (24) hours from the time of charge, weekly subscription purchases are final and non-refundable.

3.2 Monthly Subscriptions

Refund requests must be submitted within forty-eight (48) hours of the purchase or renewal charge. After forty-eight (48) hours from the time of charge, monthly subscription purchases are final and non-refundable.

3.3 Annual Subscriptions

Refund requests must be submitted within seven (7) calendar days of the purchase or renewal charge. After seven (7) calendar days from the time of charge, annual subscription purchases are final and non-refundable.

3.4 No Exceptions to Refund Windows

The refund windows described above apply equally to initial purchases and automatic renewal charges. There are no exceptions, extensions, or modifications to these refund windows for any reason, including but not limited to: (a) forgetting to cancel before an auto-renewal; (b) not realizing a subscription was set to auto-renew; (c) not using the Platform during the subscription period; (d) partial use of the Platform; (e) dissatisfaction with Prediction accuracy; (f) changes in personal circumstances; (g) technical issues on the User's end; or (h) any other reason not explicitly provided for in this Policy.

3.5 Free Trial Conversions

If you subscribe to a free trial that automatically converts to a paid subscription, the standard refund windows above apply beginning from the moment the first paid charge is processed. Tennex does not offer refunds based on a User's failure to cancel before a free trial converts to a paid subscription. It is your sole responsibility to cancel before the trial period ends if you do not wish to be charged.

4. HOW TO REQUEST A REFUND

4.1 Approved Refund Request Channels

Refund requests must be submitted through one of the following channels:

(a) Email: Send your refund request to tennextennis@protonmail.com with the subject line “Refund Request” and include your account email, subscription type, date of purchase, and reason for the request.

(b) Whop Support Ticket: Submit a support ticket through our Whop page or the Whop platform.

Refund requests submitted through any other channel (including but not limited to social media, Discord messages, or verbal requests) will not be accepted or processed.

4.2 Required Information

To process your refund request, you must provide: (a) the email address associated with your account; (b) the subscription type (weekly, monthly, or annual); (c) the date of the purchase or renewal charge; and (d) a brief explanation of your reason for requesting a refund. Incomplete requests may result in processing delays.

4.3 Processing Time

Tennex will review and respond to eligible refund requests within seven (7) business days of receipt. Approved refunds will be processed within fourteen (14) business days of approval. Actual refund timing may vary depending on Whop’s processing schedules and your financial institution’s policies.

5. REFUND PROCESSING AND FEES

5.1 Processing Fee

All approved refunds are subject to a non-refundable processing fee of ten United States dollars (\$10.00), which will be deducted from the refund amount. This fee covers administrative costs and services rendered during the period of access. If the subscription amount is less than \$10.00, no refund will be issued as the processing fee equals or exceeds the subscription amount.

5.2 Method of Refund

Refunds, where approved, will be issued at the discretion of Tennex or Whop and may be returned to your original payment method, issued as account credit, or processed through any other method deemed appropriate by Tennex or Whop. Tennex does not guarantee that refunds will be issued to the original payment method.

5.3 Access Revocation Upon Refund

Upon submission of a refund request, or upon approval of a refund (whichever occurs first at Tennex’s discretion), your access to the Platform, including all Predictions, analytics, data, community features, Discord access, and any other content or services, will be immediately and permanently revoked for the refunded subscription period. You will not retain access to any content or features for the remainder of the billing period once a refund request is submitted or approved.

6. WHEN REFUNDS WILL NOT BE ISSUED

In addition to refund requests submitted outside the applicable refund windows, refunds will NOT be issued under any of the following circumstances:

- (a) Prediction Accuracy: Dissatisfaction with the accuracy of any Prediction, pick, or analytical content. The Service provides probabilistic assessments, not guaranteed outcomes. Inaccurate Predictions are an inherent characteristic of predictive analytics and do not constitute a defect in the Service.
- (b) Gambling or Financial Losses: Losses incurred from wagers, bets, or financial decisions you independently make based on or influenced by Predictions or other Platform content.
- (c) Partial or Non-Use: Failure to fully use the Platform or access all available features, Predictions, or content during your subscription period. Partial use, full use, or complete non-use of the Platform does not constitute grounds for a refund.
- (d) Change of Mind: A change of mind, change in personal circumstances, or decision that you no longer want the Service after the refund window has closed.
- (e) Auto-Renewal: Failure to cancel your subscription before an automatic renewal. It is your sole responsibility to manage your subscription settings and cancel before the renewal date.
- (f) Free Trial Conversion: Failure to cancel before a free trial converts to a paid subscription.
- (g) Technical Issues on User's End: Technical issues related to your device, internet connection, software, or other factors outside of Tennex's control.
- (h) Third-Party Issues: Issues caused by Whop, Discord, your bank, internet service provider, or any other third party.
- (i) Platform Modifications: Changes to the Platform, Algorithm, features, Predictions, or content. Tennex reserves the right to modify the Platform at any time.
- (j) Subjective Dissatisfaction: General dissatisfaction with the Service that does not constitute a verifiable defect or failure to deliver the Service as described.
- (k) Price Comparisons: Discovering that a different subscription plan or competitor offers a different price.

7. TERMS OF SERVICE VIOLATIONS AND REFUND ELIGIBILITY

IF YOU VIOLATE ANY PROVISION OF OUR TERMS OF SERVICE, YOUR REFUND ELIGIBILITY IS IMMEDIATELY AND PERMANENTLY REVOKED, EVEN IF YOU ARE WITHIN AN APPLICABLE REFUND WINDOW.

Terms of Service violations that result in the forfeiture of refund eligibility include, but are not limited to:

- (a) Sharing, posting, screenshotting, or distributing any unresolved Predictions or confidential Platform content;
- (b) Attempting to reverse engineer, scrape, or extract data from the Platform;
- (c) Using the Platform for any unlawful purpose;
- (d) Impersonating any person or entity;
- (e) Engaging in abusive, harassing, or threatening behavior toward Tennex or its Users;
- (f) Attempting to circumvent any security or access control measures;
- (g) Redistributing, reselling, or sublicensing any content from the Platform;
- (h) Filing fraudulent, bad-faith, or unauthorized disputes or chargebacks;
- (i) Creating multiple accounts to exploit refund policies or free trials;
- (j) Any other violation of the Terms of Service as determined by Tennex in its sole discretion.

If your account is terminated for a Terms of Service violation, you are not entitled to any refund, credit, or compensation of any kind, regardless of the time remaining on your subscription or whether you were within a refund window at the time of termination.

8. MANDATORY DIRECT CONTACT BEFORE EXTERNAL DISPUTES

You agree that before filing any dispute, chargeback, payment reversal, or refund request through Whop's Resolution Center, your bank, credit card company, PayPal, or any other payment provider or financial institution, you must first contact Tennex directly to attempt to resolve the issue. You may contact us via:

- (a) Email: tennextennis@protonmail.com
- (b) Whop Support Ticket: Through our Whop page

You must allow Tennex a minimum of fourteen (14) calendar days to review and respond to your complaint before pursuing any external dispute resolution. This direct contact requirement applies to all refund-related complaints, billing inquiries, service complaints, and any other issue that could result in a dispute or chargeback.

Failure to contact Tennex directly before filing an external dispute constitutes a violation of this Refund Policy and our Terms of Service. If you file a dispute, chargeback, or payment reversal through Whop, your bank, or any other third party without first contacting Tennex and allowing the required fourteen (14) day resolution period, Tennex reserves the right to: (a) treat such filing as a breach of our Terms of Service; (b) contest the dispute using this Policy, our Terms of Service, and your account activity as evidence; (c) immediately and permanently terminate your account without any refund; and (d) pursue all available legal remedies, including recovery of the disputed amount, chargeback fees, administrative costs, and attorneys' fees.

9. SERIAL REFUND REQUESTS AND ABUSE

9.1 Refund Request Limit

If a User submits more than two (2) refund requests across any number of subscription periods, regardless of whether those requests were approved or denied, the User will be permanently barred from using any and all Tennex products, services, and platforms. This ban is permanent, non-negotiable, and not subject to appeal. Upon such ban, the User's account will be immediately terminated, all access will be revoked, and no refund will be issued for any active subscription.

9.2 Refund Abuse Patterns

Tennex reserves the right to identify and take action against patterns of refund abuse, including but not limited to: (a) subscribing and requesting a refund on a recurring basis; (b) subscribing to access Predictions and then requesting a refund after the relevant matches have been played; (c) using multiple accounts or payment methods to circumvent refund limits; (d) coordinating with other Users to exploit refund policies; or (e) any other behavior that Tennex determines, in its sole discretion, constitutes abuse of this Refund Policy.

9.3 Flagging and Monitoring

Tennex monitors refund request patterns and reserves the right to flag accounts that exhibit suspicious or abusive refund behavior. Flagged accounts may be subject to additional scrutiny, restriction, suspension, or termination at Tennex's sole discretion.

10. CHARGEBACKS AND UNAUTHORIZED DISPUTES

10.1 Chargebacks as Breach

Filing a chargeback, payment dispute, or payment reversal with your bank, credit card company, Whop, or any other payment provider without first exhausting the direct contact and dispute resolution procedures set forth in this Policy and our Terms of Service constitutes a material breach of your agreement with Tennex.

10.2 Consequences of Unauthorized Chargebacks

In the event of an unauthorized chargeback or payment dispute, Tennex reserves the right to:

- (a) Immediately and permanently terminate your account without any refund;
- (b) Contest the chargeback with Whop, the payment processor, or your bank using this Policy, our Terms of Service, your account activity, access logs, and usage data as evidence;
- (c) Pursue recovery of the full disputed amount plus a chargeback fee of twenty-five dollars (\$25.00) per incident;
- (d) Pursue recovery of all administrative costs, processing fees, and collection expenses;
- (e) Report the incident to fraud prevention databases and services;

- (f) Permanently bar the User from all Tennex products and services; and
- (g) Pursue all available legal remedies, including but not limited to damages, attorneys' fees, and costs.

10.3 Evidence in Chargeback Disputes

You acknowledge and agree that in the event of any chargeback or payment dispute, Tennex will submit evidence to Whop, the payment processor, or your bank, including but not limited to: (a) a copy of this Refund Policy demonstrating the terms you agreed to; (b) a copy of our Terms of Service; (c) records of your acceptance of these policies; (d) your account activity and access logs showing your use of the Platform; (e) timestamps of your Prediction access; (f) communication records; and (g) any other relevant evidence. You agree that such evidence is accurate, relevant, and admissible in any dispute proceeding.

11. PLATFORM OUTAGES AND SERVICE INTERRUPTIONS

Tennex does not offer refunds, credits, extensions, or any other form of compensation for service outages, platform downtime (whether scheduled or unscheduled), maintenance periods, technical difficulties, or any interruption in the availability of the Platform. The Platform is provided on an “as available” basis. While Tennex strives to maintain consistent availability, occasional interruptions are an inherent reality of any online service and do not constitute a failure to deliver the Service or grounds for a refund.

12. SUBSCRIPTION CANCELLATION vs. REFUND

Cancellation and refund are separate actions. Canceling your subscription prevents future auto-renewal charges but does not entitle you to a refund for the current billing period. If you wish to cancel, you may do so at any time through your Whop account settings. After cancellation, you will retain access to the Platform until the end of your current paid billing period, unless your account is terminated for a Terms of Service violation.

Requesting a refund is a separate process governed by this Policy. If a refund is approved, your access will be immediately revoked as described in Section 5.3. The two actions should not be confused — canceling your subscription is not a refund request, and a refund request is not merely a cancellation.

13. TENNEX'S RIGHT TO DISPUTE REFUND REQUESTS

You expressly acknowledge and agree that Tennex has the absolute right to dispute, contest, and challenge any refund request, payment dispute, or chargeback filed through any channel, including Whop's Resolution Center, your bank, your credit card company, or any other payment provider. Tennex will exercise this right based on the provisions of this Refund Policy, our Terms of Service, and your documented account activity.

Tennex will not approve refund requests that fall outside the applicable refund windows, that are based on grounds not recognized by this Policy, that are submitted by Users who have violated our Terms of Service, or that Tennex determines, in its reasonable discretion, to be fraudulent, abusive, or made in bad faith.

You further acknowledge that Tennex's decision to dispute a refund request is a legitimate exercise of its contractual rights under this Policy and our Terms of Service, and is not retaliatory, punitive, or made in bad faith.

14. COMMUNICATION IN GOOD FAITH

Tennex is committed to treating all Users fairly and handling refund requests in good faith. We encourage Users to contact us directly at tennextennis@protonmail.com or through a Whop support ticket before pursuing any external dispute. We believe that most issues can be resolved through open, direct communication, and we will make reasonable efforts to address legitimate concerns.

However, this commitment to good-faith communication does not obligate Tennex to approve any refund request that falls outside the terms of this Policy, nor does it waive any of Tennex's rights under this Policy or our Terms of Service. Tennex reserves the right to enforce this Policy fully and consistently for all Users.

15. GOVERNING LAW AND DISPUTE RESOLUTION

This Refund Policy is governed by the laws of the State of Wyoming, United States of America, without regard to its conflict of law principles. Any dispute arising out of or relating to this 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.

16. CHANGES TO THIS REFUND POLICY

Tennex reserves the right to modify this Refund Policy at any time, in whole or in part, at its sole discretion. Changes will be effective immediately upon posting to the Platform. It is your responsibility to review this Policy periodically. Your continued use of the Platform after any modifications constitutes your acceptance of the modified Policy. Refund requests will be evaluated under the version of this Policy in effect at the time of the original purchase or renewal, unless the updated Policy is more favorable to the User.

17. REFUND POLICY SUMMARY

For quick reference, the key provisions of this Policy are:

Weekly Subscriptions: Refund requests within 24 hours of charge. \$10 processing fee.
Monthly Subscriptions: Refund requests within 48 hours of charge. \$10 processing fee.
Annual Subscriptions: Refund requests within 7 days of charge. \$10 processing fee.
Auto-Renewals: Same refund windows as initial purchases. No exceptions.
Free Trial Conversions: Standard refund windows apply from moment of first charge.
How to Request: Email tennextennis@protonmail.com or Whop support ticket.
Access Upon Refund: Immediately revoked.
Prediction Accuracy: Never grounds for a refund.
Gambling Losses: Never grounds for a refund.
ToS Violations: Refund eligibility permanently revoked.
More Than 2 Refund Requests: Permanent ban, no appeal.
External Disputes Without Contacting Us First: Treated as ToS violation.
Chargebacks Without Prior Contact: Material breach, \$25 fee, account termination.
Platform Outages: No refunds, credits, or compensation.

18. CONTACT INFORMATION

For refund requests and billing inquiries:

Tennex

Email: tennextennis@protonmail.com (Subject: "Refund Request")

Whop: Submit a support ticket through our Whop page

Website: www.tennextennis.com

19. ACKNOWLEDGMENT AND ACCEPTANCE

BY PURCHASING A SUBSCRIPTION, ACCESSING THE PLATFORM, JOINING OUR WHOP PAGE, JOINING OUR DISCORD COMMUNITY, OR USING OUR SERVICES IN ANY CAPACITY, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THIS REFUND POLICY IN ITS ENTIRETY.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT: (A) YOU UNDERSTAND THE REFUND WINDOWS AND THEIR LIMITATIONS; (B) PREDICTION ACCURACY IS NOT GROUNDS FOR A REFUND; (C) GAMBLING OR FINANCIAL LOSSES ARE NOT GROUNDS FOR A REFUND; (D) PARTIAL USE OR NON-USE IS NOT GROUNDS FOR A REFUND; (E) TERMS OF SERVICE VIOLATIONS PERMANENTLY REVOKE REFUND ELIGIBILITY; (F) MORE THAN TWO REFUND

REQUESTS WILL RESULT IN A PERMANENT BAN; (G) YOU MUST CONTACT TENNEX DIRECTLY BEFORE FILING ANY EXTERNAL DISPUTE; (H) UNAUTHORIZED CHARGEBACKS CONSTITUTE A MATERIAL BREACH; (I) TENNEX HAS THE RIGHT TO DISPUTE REFUND REQUESTS ON THE BASIS OF THESE POLICIES; (J) REQUESTING A REFUND FURTHER CONFIRMS YOUR ACCEPTANCE OF THESE POLICIES; AND (K) ALL APPROVED REFUNDS ARE SUBJECT TO A \$10 PROCESSING FEE.

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