

Terms of Use of the "Tennis Talent Test - a Program for the Analysis and Development of Tennis Abilities" Service

(hereinafter referred to as the "Terms of Use", hereinafter referred to as the "Service").

The service is provided by:

GROSS & Co. spol.s.r.o.

Czech Republic

Běhounkova 2453, 158 00 Praha 5

Company identification number (IČ): 61502405

Taxpayer Identification Number (DIČ): CZ61502405

(hereinafter referred to as the "GROSS Company").

1. Description of the Service. Agreement. Payment

1.1 The **Tennis Talent Test** method is a tool designed to analyze, evaluate and identify the optimal strategy for developing tennis abilities. The **Tennis Talent Test** program (hereinafter referred to as the "Program") is implemented through a set of game-type computer tests. The Program is available in the English language version. Client service is provided in English. The Program can be downloaded from the www.TennisTalentTest.com website (hereinafter referred to as the "Website").

1.2 Downloading the Program by a client means that he:

- got acquainted with the Terms of Use in the version valid at the time of downloading the Program, and agreed with them. The Terms of Use are available on the Website,
- agreed to the service in English (according to § 1.1 of the Terms of Use).

1.3 The client registers on the Website in the Personal Area section (hereinafter referred to as the "Personal Area"). Registering means that the client has read the Privacy Policy (GDPR) in the version in force at the time of registration, and agreed to it. The Privacy Policy (GDPR) is available on the Website.

1.4 After checking the test results of the client (hereinafter referred to as the "Results"), GROSS Company sends the client by e-mail (to the address specified in the Personal Area) a confirmation that the Results are correct (hereinafter referred to as the "Confirmation"), or a message that Results are incorrect (if during the control of the Results it was found that these Results are distorted, incomplete, damaged, etc.).

1.5 After receiving the Confirmation, the client selects the payment method in the Personal Area and pays for the Service (hereinafter referred to as the "Payment"). Making a payment by a client means that he:

- got acquainted with the Terms of Use in the version valid at the time of Payment, agreed with them and entered into an agreement for the provision of the Service (hereinafter referred to as the "Agreement"). The Terms of Use are available on the Website,
- got acquainted with the prices for the Service (hereinafter referred to as the "Prices"), valid at the time of Payment, and agreed with them. If the client does not make the Payment within a 30 days period to from the date of receipt of the

Confirmation, or makes the Payment in an incomplete amount, these circumstances will mean the termination of the Agreement.

1.6 Within 7 working days (according to the calendar of the Czech Republic) from the moment the paid amount arrives at the bank account of the GROSS Company (or the amount is received by the GROSS Company in another way), the client receives a notification by e-mail (at the address specified in the Personal Area) that the payment has been received (hereinafter referred to as the "Notification").

1.7 After receiving the Notification, the client can download the analysis of his Results in the Personal Area (hereinafter referred to as the "Analysis"). The Analysis is a set of analytical and recommendatory information, consisting of evaluation tables, graphs and texts containing an analysis of individual characteristics, an assessment of potential opportunities and a strategy for developing tennis abilities. The Analysis is available for download in .pdf format. The Analysis is sent in English (according to § 1.1 of the Terms of Use). GROSS Company reserves the right to make the Analysis available for download within a period exceeding 7 working days. In this case, the Notification shall state the deadline for the availability of the Analysis.

2. Cancellation of the Agreement. Return of the Amount Paid

2.2 GROSS Company has the right to terminate the Agreement if, due to any circumstances, it is unable to fulfill its obligations under the Terms of Use and if it fails to agree with the client on new conditions for the fulfillment of its obligations. In the event of its withdrawal from the Agreement for this reason, the GROSS Company returns the paid amount to the client.

2.3 The Agreement is also terminated if the client has not made the Payment within 30 days from the date of receipt of the Confirmation or has not made the Payment in full (according to § 1.5 of the Terms of Use).

3. Claim Conditions

3.1 Claims for the Service (hereinafter referred to as the "Claims") are accepted by e-mail to: info@tennitalenttest.com (the message must clearly indicate that it is a Claim) or by mail to the address: GROSS & Co. spol.s.r.o., Czech Republic, Běhounkova 2453, 158 00 Praha 5.

3.2 Claims are resolved in accordance with the Terms of Use and the legislation of the Czech Republic.

3.3 The Claim can be recognized if the client, having made the Payment, did not receive the opportunity to download the Analysis in time (according to § 1.6 and § 1.7 of the Terms of Use). If the Claim is recognized, the GROSS Company provides the client with the opportunity to download the Analysis as soon as possible. In the event that the GROSS Company, due to any circumstances, cannot provide the client with the opportunity to download the Analysis and cannot send the Analysis to the client in any other way, the paid amount is returned to the client.

3.4 The Client has the right to submit a Claim within 6 months (unless otherwise stated) from the date of Payment. When submitting a Claim, the client is obliged to provide a document confirming the Payment.

3.5 Upon receipt of the Claim, the GROSS Company sends a confirmation of receipt of the Claim to the client. GROSS Company is obligated to resolve the Claim within 30 days of receipt of the Claim, unless GROSS Company and the customer agree

otherwise. If the Claim is accepted, GROSS Company will act in accordance with § 3.3 of the Terms of Use. In case of non-recognition of the Claim, GROSS Company notifies the client about it.

3.6 GROSS Company is not responsible for possible problems resulting from improper use of the Program, for example, use on a computer that does not meet the system requirements of the Program, incompatibility, incorrect installation, incorrect settings, etc.

4. Refusal of Client Service

4.1 GROSS Company has the right to refuse client service for the following reasons:

- when checking the client's Results, it was found that these Results cannot be processed (they are distorted or incomplete). In this case, instead of a Confirmation, the client receives by e-mail (at the address specified in the Personal Area) a message stating that these Results cannot be processed (according to § 1.4 of the Terms of Use),
- the client deliberately tried to provide false personal or identification data,
- it is suspected that the client is intentionally trying to provide false personal or identification data,
- the client systematically generates Results that cannot be processed,
- the client systematically generates Results, but does not make the Payment within the time period specified in § 1.5 of the Terms of Use, or makes the Payment in an incomplete amount (according to § 1.5 of the Terms of Use).

5. Protection of Personal Data

5.1 By providing his personal data and accepting the Terms of Use, the client agrees to the processing and storage of his personal data by the GROSS Company. These actions are carried out in accordance with the legislation of the Czech Republic and the Privacy Policy (GDPR) as amended at the time of registration in the Personal Area. The Privacy Policy (GDPR) is available on the Website.

6. Final Provisions

6.1 Fragments of the Program and Analysis published on the Website, names, lists and number of tests and analyzed abilities, etc. may differ in the current version of the Program and Analysis. GROSS Company reserves the right to make these changes at any time without notice.

6.2 The rights and obligations of GROSS Company and the client under the Terms of Use are based on the provisions of the legislation of the Czech Republic, unless otherwise specified.

6.3 This version of the Terms of Use is valid from November 17, 2022.

6.4 GROSS Company reserves the right to change the Terms of Use at any time without notice.