



TERMS OF SERVICE, CONDITIONS, AND POLICIES

General Terms of Service

Purchases of class/lesson plans & program

- ❖ Booking requests should be made at least 7 days in advance to have the best chance of securing the facility booking.
- ❖ The Package Credit for the requested lesson(s) will be collected and is non-refundable once the booking is confirmed. Once you attend, you will reduce the number of credits for each class.
- ❖ Package Credit payment should be sent to the DTM tennis admin within three days after confirming the class/lesson.
- ❖ An official receipt is available upon request.

Your right to cancel your scheduled or reserved classes/lessons

- ❖ Clients may cancel classes/lessons without charge or loss of class credit provided it is within DTM Tennis's cancellation policy of **24 hours** or more before the class is reserved. For any classes/lessons canceled with **less than 24 hours** notice, you will forfeit the credit, and your account will be deducted or charged against your class package. A single class payment may be due if you have run out of credits or have selected to pay as you go at the time of cancellation.
 - **Cancel by text:** If you're in an unexpected situation (an accident/emergency) or calling on sick leave, you can cancel over the phone by texting +852 5571 4667. Please leave a message with your name, the date, time, and details of the class/lesson reservation you need to cancel. Please provide a doctor's note/certification if you call on sick leave.
- ❖ **No-shows and late cancellations:** If you do not show up or cancel **24 hours** ahead of time, you may charge a "**no show or late cancellation fee.**"
- ❖ The "**No show or late cancellation fee**" will also cover our staff, their transportation, and the facility fee. The fee will be one full credit or the sum of a 1hr class.

DTM Tennis's right to reschedule/cancel/assign coach in classes/lessons

- ❖ DTM TENNIS reserves the right to reschedule/cancel classes based on low attendance, registration, or enrollment. Class/Lesson times and schedules may deviate or vary from the current plan without notice. We reserve the right to remove classes temporarily or permanently from any time slot or day within the schedule without notice.
- ❖ DTM TENNIS reserves the right to deploy another coach of equivalent level/experience to conduct the lesson(s) without prior notice.

- ❖ **Cancellation/Reschedule** of class due to inclement weather:
 - We will be rescheduling the class/lesson due to “Bad” weather conditions:
 - Raining
 - The Hong Kong Observatory issues the Yellow, Red, or Black Rainstorm Warning Signal.
 - Tropical Cyclone Warning Signal No. 8 or above is issued
 - Or “Extreme Conditions” is announced by the Government or when the Hong Kong Observatory reports 1 hour before the class.
 - We will make the final decision 1 hour before the scheduled class.

Revocation or Suspension of class credit or Privileges

- ❖ It is at the sole discretion of DTM Tennis. We reserve the right to suspend, cancel or revoke your privileges or credits at any time without refund if your behavior regarded as to be subject but not limited to: objectionable, unsafe, offensive, disturbing, inappropriate, lewd, amoral, discriminatory, or a general nuisance to any other Clients or Staff Members.
- ❖ DTM tennis reserves the right to suspend, cancel, or revoke your privileges or credits at any time without refund due to your health condition or personal hygiene, etc., to cause a health or safety concern to others at the tennis court.

General Conditions

DTM Tennis operates this document. Throughout the paper, the terms “we,” “us,” and “our” refer to **DTM tennis** for short. **DTM tennis** offers this document, including all information and services available to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

General Conditions of Service

We reserve the right to refuse service to anyone at any time. You understand that your content may be transferred unencrypted. You involve (a) transmissions over various networks and (b) changes to conform and adapt to the technical requirements of connecting networks or devices. We agree that you are not to reproduce, duplicate, copy, sell, resell, or exploit any service portion, use the Service, or access the Service or any contact on this document through which the service is supposed without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Clients And/Or Members

The following terms, conditions, and policies apply to anyone Clients (Members), which hereafter might mention as “Clients,” who purchase, is gifted, or have authorized right to utilize, including but not limited to; any single/private, a group, the package of classes/lessons from DTM Tennis.

Modifications To The Services And Prices

- ❖ Prices for our products or services are subject to change without notice.
- ❖ We reserve the right to modify or discontinue the Service (or any part/ content thereof) without notice at any time.
- ❖ We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.
- ❖ We reserve the right but are not obligated to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of products or services we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on our website is not approved. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations or that will correct any errors in the Service.

Personal Information

Our Privacy Policy governs your submission of personal information through the Enrolment form. Please read our Privacy Policy.

Disclaimer Of Warranties; Limitation of Liability

- ❖ We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure, or error-free, and we do not warrant that the results obtained from using the service will be accurate or reliable.
- ❖ You agree that from time to time, we may remove the service for indefinite periods or cancel the service at any time without notice.
- ❖ You agree that your use or inability to use the service is at your own risk. All the products and services we deliver to you (except as expressly stated) are provided 'as is' and 'as available' for you without any representation, warranties, or conditions, either express or implied, including all implied warranties or conditions of merchantability, quality, fitness for a particular purpose, durability, title, and non-infringement.
- ❖ In no case shall DTM tennis, our directors, officers, employees, or interns for any injury, illness, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation to; lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless DTM tennis and our partners, officers, directors, interns, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third party.

Entire Agreement

- ❖ The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- ❖ These Terms of Service and any policies or operating rules posted by us on our website or concerning The Service constitute the entire agreement and understanding between you and us. They govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any previous versions of the Terms of Service).
- ❖ Any ambiguities in interpreting these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed following the laws of Hong Kong SAR.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this document. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and changes to our website. You are responsible for checking our website periodically for changes. Your continued use of or access to our website or the Service following the posting of changes constitutes acceptance of those changes.

PRIVACY POLICY

DTM Tennis is committed to protecting privacy and fully implementing and complying with the relevant provisions of the Personal Data (Privacy) Ordinance. By using our services, you agree to the use of the data we collect following this Privacy Policy.

Personal Data Collected

DTM Tennis collects different information to help us improve our services and products and provide unique personalized services and products to each registrant.

- ❖ The provision of personal data and other related information using the application form is voluntary. DTM tennis may not be able to process the application if no accurate or adequate data is provided.
- ❖ You may send your request to info@dtmtennis.com to stop receiving promotional information.
- ❖ Personal Data will be used for communication regarding the activities organized by **DTM tennis** only. The data held by **DTM tennis** will be kept confidential. **DTM tennis** may not provide or transfer information to the following parties or organizations. (This is to be completed by a parent/guardian aged 18 or above).

CONSENT & DECLARATION

- ❖ I understand and agree with the **DTM tennis Terms of services, Conditions, and Policies.**
- ❖ I understand and agree that I will take part in the DTM Tennis class as indicated in the enrolment form at my own risk and, as a result of this, exonerate and indemnify DTM tennis and its staff from and against any proceedings, claims, and demands whatsoever arising from any injuries or sickness howsoever sustained or contracted by the Client during my participation in the Programme.

I acknowledge and understand that:

- ❖ **DTM tennis** will use the information provided by myself to enroll and promote the activities organized by **DTM tennis**, co-organizing parties, and/or other authorized parties or partnering companies in connection with the delivery of the said activities;
- ❖ It may disclose my information to the subsidiaries, agents, contractors, sub-contractors, and/or affiliates of the persons mentioned in paragraph of Personal Data Collected and/or other relevant parties for the purposes mentioned in paragraph of Personal Data Collected;
- ❖ I have the right to access and correction for my data under the provisions of the Personal Data (Privacy) Ordinance and;
- ❖ I may contact the staff of **DTM tennis** to access or correct my data, and **DTM tennis** is entitled to impose a fee on me for complying with a data access request.