

## GOLDEN RACKET ACADEMY — TERMS OF SERVICE (CLIENTS)

Tennis & Pickleball Marketplace | Effective upon acceptance at registration

Golden Racket Academy LLC (or its successor entity upon formation/registration)

5530 Sohl Ave, Hammond, IN 46320

PO BOX 129

Support: [info@goldenracketacademy.com](mailto:info@goldenracketacademy.com)

These Terms of Service (“ToS”) govern your use of Golden Racket Academy’s services and marketplace.

By checking the box at registration (and/or signing electronically later), you agree to these ToS.

### **1. Marketplace Relationship; Independent Contractors**

Golden Racket Academy operates a marketplace that facilitates introductions, scheduling, and payment processing for tennis and pickleball instruction. Instructors are independent contractors and are not employees, agents, or representatives of the Company.

### **2. No Guarantee of Availability or Matching**

REGISTRATION DOES NOT GUARANTEE AVAILABILITY, MATCHING, OR SERVICE. The Company may be unable to provide an Instructor based on location, schedule, demand, safety, screening requirements, or other factors. The Company may decline, delay, or discontinue service at any time as permitted by law.

### **3. Free Trial Lessons**

The Company may offer a free trial lesson (currently 30 minutes) subject to availability. Free trials are not guaranteed and may be modified or discontinued.

A free trial may be rescheduled once. If a free trial is canceled or rescheduled more than once, the assigned Instructor may decline to proceed. The Company may attempt to match a different Instructor, but matching is not guaranteed.

If a free trial is ended early due to safety concerns, misconduct, boundary violations, or other reasons the Instructor reasonably deems necessary, the free trial will be considered used and is not eligible for rescheduling.

If a Client no-shows a free trial, the free trial is forfeited.

### **4. Packages, Invoicing, and Payment**

The Company currently offers prepaid lesson packages (3, 6, or 10 lessons) as published on the Company website (pricing and package terms may change). Clients do not pay for instruction until after a free trial is completed and the Client chooses to proceed.

After the free trial, if you choose to proceed, you and the Instructor will coordinate a start date. The Company will issue an invoice for the selected package. Invoices must be paid in full before lessons begin and, where practicable, at least two (2) days prior to the start date. Where a start date is set sooner than two days, the Company will attempt to send the invoice promptly and you agree to pay as soon as reasonably possible prior to the first paid session.

## **5. Pricing Communications; No Direct Payments to Instructors**

Pricing and payment are handled exclusively by the Company to avoid confusion. You agree not to negotiate pricing with an Instructor and not to request or receive pricing quotes from an Instructor.

You agree not to pay an Instructor directly for any services arranged through the Company and not to solicit off-platform arrangements for instruction with an Instructor introduced through the Company. Suspected violations may result in suspension pending review.

## **6. Cancellations, Late Cancellations, and No-Shows**

Clients should provide at least twenty-four (24) hours' notice to cancel or reschedule a paid session. Cancellations within twelve (12) hours of the session start may, in the Company's discretion, be treated as a late cancellation and may be subject to a late cancellation fee (currently up to \$25) and/or may be counted as a used session.

If a cancellation occurs within sixty (60) minutes of the session start time, the session may be counted as used, and the Instructor may be compensated as if the session occurred.

If a Client no-shows a paid session, the session will generally be counted as used.

Instructors may cancel for safety reasons (weather, unsafe court, hazards) without penalty. In such cases, the parties will attempt to reschedule. Safety decisions are final.

## **7. Safety and Location Requirements; Facility Rules**

Clients are responsible for choosing (or approving) a safe and suitable location and for compliance with any facility rules, permits, reservations, HOA/club policies, or other restrictions. This includes securing pets and removing hazards for private-property sessions.

If a session cannot proceed because the Client-selected location prohibits instruction or is otherwise unavailable due to facility rules/permits, the session may be counted as used or rescheduled at the Company's discretion. If the Instructor suggested the location and the location prohibits instruction, the Company will attempt in good faith to arrange a make-up session through the Company.

## **8. Conduct; Session Termination**

Clients must behave respectfully and safely. Harassment, discrimination, abusive language, intoxication/substance use, unsafe conduct, or repeated boundary violations are prohibited.

An Instructor may end a session immediately for safety or misconduct. If the Company removes a Client for misconduct, the Company will refund unused sessions and discontinue service.

## **9. Refund Policy**

You may request a refund for unused sessions. The Company will refund the value of all unused sessions.

If you request a refund after the first paid lesson is completed, the Company will refund (a) all remaining unused sessions, and (b) an additional amount equal to twenty percent (20%) of the per-lesson rate of the purchased package for the first completed lesson. The per-lesson rate equals the total package price divided by the number of lessons in that package.

Refunds do not apply to sessions already used, no-shows, or late cancellations counted as used, except where required by law or agreed by the Company in writing.

## **10. Chargebacks and Payment Disputes**

If you initiate a chargeback or payment reversal relating to services already delivered, the Company may immediately suspend services pending resolution. You remain responsible for payment for services received to the extent permitted by law.

## **11. Recording and Media**

Recording or photographing a session is permitted only with the Instructor's consent. Posting or distributing content that includes an Instructor's likeness or voice requires the Instructor's prior written consent. Recording other minors or third parties requires appropriate consent.

Clients must disclose fixed recording devices (e.g., doorbell/backyard cameras) before sessions at private property. Instructors may decline or end sessions if uncomfortable.

## **12. Background Screening Disclosure; No Guarantee of Safety**

The Company may use a third-party background screening vendor (vendor may change). Screening is limited by record availability, accuracy, reporting delays, and legal limits. The Company does not guarantee safety.

## **13. Notice of Issues; Limitation Period**

Clients agree to notify the Company as soon as reasonably possible of any incident, injury, billing dispute, or claim-related issue so the Company can investigate and respond.

Where permitted by applicable law, any claim arising out of or related to the services or these ToS must be brought within one (1) year of the event giving rise to the claim. This provision does not limit rights that cannot be limited under applicable law.

## **14. Dispute Resolution (Talk First; Mediation/Arbitration Backstop)**

The Company prefers to resolve issues informally. Before filing a formal claim, you agree to contact the Company at [info@goldenracketacademy.com](mailto:info@goldenracketacademy.com) and attempt in good faith to resolve the dispute through discussion.

If the parties cannot resolve a dispute informally, either party may request mediation. If mediation does not resolve the dispute, the parties agree to resolve the dispute through binding arbitration

on an individual basis, to the extent permitted by law. Arbitration will be administered by a nationally recognized arbitration provider (such as AAA or JAMS) under its consumer rules, unless the parties agree otherwise.

Either party may seek injunctive relief in court to prevent misuse of intellectual property or confidential information, or to enforce payment and platform integrity rules, to the extent permitted by law.

CLASS ACTION WAIVER: To the extent permitted by law, disputes will be resolved only on an individual basis and not as a class, consolidated, or representative action.

## **15. Governing Law; Severability; Updates**

These ToS are governed by the laws of the State of Illinois, without regard to conflict of laws principles, except where prohibited by applicable law.

If any provision is found unenforceable, the remainder will remain in effect. The Company may update these ToS from time to time. Material changes will be posted on the Company website and/or provided by email. Your continued use after an effective date constitutes acceptance.

## **16. Re-Signing After Inactivity**

For safety and administrative reasons, if you have not taken any session through the Company for more than three (3) months, the Company may require you to re-accept or re-sign the Waiver and/or these ToS before scheduling.

## **17. Electronic Acceptance**

By checking the box at registration and/or signing electronically (including through Dropbox Sign or similar tools), you agree your electronic acceptance constitutes your signature and acceptance of these ToS.