Terms of Service

Racquet Sports Institute AI Agent

Operated by Racquet Sports Institute, Pavia, Italy

www.racquetsports.institute

Last updated: March 2026

These Terms of Service ("**Terms**") govern your access to and use of the Racquet Sports Institute AI Agent (the "**Service**"), provided by **Racquet Sports Institute**, based in Pavia, Italy ("we", "us", or "our").

Our main website is www.racquetsports.institute (the "Website").

By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

If you are using the Service on behalf of a company or other legal entity, you represent and warrant that you are authorised to accept these Terms on its behalf, and "you" will refer to that entity.

1. Service Description

The Racquet Sports Institute AI Agent is an AI-powered decision support system purpose-built for the racquet sports facility ecosystem. It provides information, analysis, and guidance for the business and operational aspects of racquet sports facilities, covering Padel, Pickleball, and Squash.

The Service combines artificial intelligence technology with a deeply curated, expert-verified knowledge base assembled over nearly 40 years of hands-on experience in racquet sports facility development. It is not a general-purpose AI assistant and does not provide on-court sporting content, coaching, or player development advice.

1.1 Core Capabilities

The Service provides:

- Business analysis: CAPEX estimation, revenue modelling, pricing strategy, demand assessment, competition analysis — adapted to your facility type and location
- Market intelligence: current trends, participation data, and regulatory developments
- Location intelligence: real-time competitor mapping, transport access, climate data, and economic context for target locations
- Benchmark comparison: inputs checked against a comprehensive benchmark database segmented by sport, facility type, and region
- Document analysis: processing of uploaded documents (PDFs, reports, studies, data files) in the context of your questions
- PDF export: professionally formatted reports from business analysis responses
- Multi-language support: interface available in seven languages (Chinese, English, French, German, Italian, Portuguese, Spanish); the AI model understands and responds in all commonly supported languages

1.2 Sports Covered

The Service covers Padel, Pickleball, and Squash, including multi-sport facility concepts. Tennis, Badminton, and other sports are not covered.

1.3 Beta Status

The Service is currently provided as a **beta** version. This means:

- Features may change, be added, or be removed without notice
- The Service may contain bugs, errors, or other issues
- We do not guarantee uninterrupted availability or any specific performance level
- Access during the beta phase may be limited to invited users

We may, at any time, modify, suspend, or discontinue any part of the Service, temporarily or permanently, with or without notice.

2. Eligibility

You may use the Service only if:

1. You are at least 16 years old (or the applicable age of digital consent in your jurisdiction), or are using the Service under the supervision of a legal guardian who accepts these Terms on your behalf;
2. You have the legal capacity to enter into a binding contract.

If you are prohibited by applicable law from using the Service, you must not use it.

3. Accounts and Access

To use the Service, you must create an account or authenticate via a third-party identity provider.

You agree to:

- Provide accurate and complete information when creating an account
- Keep your login credentials confidential
- Be responsible for all activities that occur under your account

If you believe your account has been compromised, you must notify us promptly at info@racquetsports.institute.

We reserve the right to suspend or terminate your access to the Service at our discretion, including in case of suspected misuse or violation of these Terms.

4. Acceptable Use

You agree **not** to use the Service:

1. In any way that violates applicable laws or regulations;
2. To create, share, or promote content that is illegal, harmful, defamatory, discriminatory, hateful, harassing, misleading, or otherwise objectionable;
3. To infringe or violate the rights of others, including privacy, publicity, or intellectual property rights;
4. To attempt to reverse engineer, decompile, or extract source code from the Service or underlying models;
5. To bypass or interfere with security or access controls;
6. To train or improve competing AI models or services, unless explicitly permitted in writing;
7. To send spam, run unsolicited marketing campaigns, or perform data harvesting or scraping at scale;

8. To input or upload content that you do not have the right to share.

We may investigate and take appropriate action (including suspension or termination of access) if we reasonably believe these rules are being violated.

5. User Content and Data

5.1 Your Content

You may submit prompts, questions, documents, data, and other material ("**User Content**") to the Service.

You retain any ownership rights you have in your User Content. By submitting User Content, you grant us a non-exclusive, worldwide, royalty-free licence to use, process, store, reproduce, and display such User Content solely for the purpose of providing, maintaining, and improving the Service, and as otherwise described in our Privacy Policy.

You represent and warrant that:

- You have all necessary rights to submit the User Content and to grant this licence
- Your User Content does not violate these Terms or applicable laws

5.2 Profile and Memory Data

The Service allows you to configure profile information (sport, facility type, location, project phase, preferences) and optional memory features that store context across sessions. You have full control over this data and can view, edit, or delete it at any time via the settings area of the Service.

5.3 Confidential and Personal Information

You are responsible for deciding what information you submit. **Do not** upload highly sensitive personal data, trade secrets, or other information that should not be processed by third-party services, unless you have appropriate safeguards and legal grounds.

If you are subject to data protection laws (such as GDPR or similar regulations), you are responsible for ensuring that your use of the Service complies with those laws, including providing appropriate notices and obtaining necessary consents.

5.4 Data Retention and Privacy

We may retain interaction logs, including prompts, documents, and AI responses, for purposes such as providing conversation context, monitoring misuse, ensuring security, improving the Service (using anonymised data only), and complying with legal obligations.

Your conversations are never used to train AI models. Details on data handling, retention periods, and your rights are set out in our **Privacy Policy**, available at www.racquetsports.institute and within the Service.

6. AI Outputs and Human Responsibility

The Service uses artificial intelligence and machine learning models to generate outputs ("**AI Outputs**"). You acknowledge and agree that:

1. AI Outputs may be **incomplete, inaccurate, outdated, or misleading**;
2. The Service **does not provide professional advice** — including legal, financial, medical, tax, engineering, or safety-critical advice;
3. The Service does not produce certified architectural drawings, structural calculations, MEP designs, or any certified engineering output;

4. You must not rely on AI Outputs as the sole basis for important decisions, investments, facility designs, safety measures, or similar;
5. You are solely responsible for reviewing, validating, and applying all AI Outputs, including verifying them against local conditions and professional advice.

We do not assume responsibility for decisions or actions taken based on the AI Outputs. You use the Service and the AI Outputs **at your own risk**.

7. Intellectual Property

7.1 Our Rights

All rights, title, and interest in and to the Service, including underlying software, models, templates, guidelines, knowledge base, designs, and content (excluding your User Content) are owned by us or our licensors.

Except as expressly allowed by these Terms, no rights are granted to you to use our trademarks, logos, or branding.

7.2 Licence to Use the Service

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Service for your internal business or personal purposes.

You may not:

- Copy, modify, distribute, sell, or lease any part of the Service
- Attempt to extract any source code, model weights, templates, or knowledge base content
- Use the Service to build competing products without our prior written consent

7.3 Ownership of AI Outputs

Subject to these Terms and applicable law, we assign to you such rights as we may have in the AI Outputs generated for you, to the extent permitted by our upstream providers' terms. However, we:

- Do not guarantee that AI Outputs are unique or free of third-party rights
- Reserve the right to use anonymised logs and AI Outputs (without identifying you) to improve the Service

You are responsible for ensuring that your use of the AI Outputs complies with all applicable laws and does not infringe third-party rights.

8. Privacy

Your use of the Service is also governed by our **Privacy Policy**, which explains how we collect, use, store, and protect your personal data in compliance with the EU General Data Protection Regulation (GDPR).

The Privacy Policy is available at www.racquetsports.institute and within the Service.

By using the Service, you acknowledge that you have read the Privacy Policy and consent to the collection and use of your information as described therein.

9. Fees and Payment

Some or all features of the Service may be offered free of charge during the beta phase. We reserve the right to introduce paid plans, usage limits, or subscription models in the future.

If and when paid features are introduced:

- We will provide applicable pricing and payment terms
- You will be notified and must explicitly agree to any paid plan before charges apply
- Failure to pay fees may result in limited functionality or termination of your access

10. Third-Party Services

The Service may integrate with or rely on third-party services, including but not limited to AI model providers, cloud hosting platforms, authentication providers, external data APIs (for location intelligence), and payment processors.

We are not responsible for third-party services and make no warranties regarding their availability or performance. Your use of any third-party service may be subject to additional terms and policies of that third party.

11. Disclaimers

THE SERVICE AND ALL AI OUTPUTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO:

- Any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement
- Any warranties that the Service or AI Outputs will be accurate, reliable, error-free, secure, uninterrupted, or free of harmful components
- Any warranties regarding the completeness or currency of benchmark data, market intelligence, or location intelligence provided by the Service

YOU ARE RESPONSIBLE FOR BACKING UP YOUR DATA AND FOR IMPLEMENTING APPROPRIATE SECURITY AND VALIDATION PROCEDURES BEFORE RELYING ON ANY INFORMATION PROVIDED BY THE SERVICE.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

1. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE OR AI OUTPUTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
2. OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL BE LIMITED TO THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO US FOR THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, IF ANY, OR (B) EUR 100.

Some jurisdictions do not allow certain limitations of liability, so some of the above limitations may not apply to you. In such cases, our liability will be limited to the maximum extent permitted by law.

13. Indemnification

You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, and contractors from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with:

- Your use of the Service or AI Outputs
- Your User Content
- Your violation of these Terms
- Your violation of any applicable law or third-party rights

14. Term and Termination

These Terms apply from the first time you access the Service and remain in effect until terminated.

We may suspend or terminate your access to the Service, in whole or in part, at any time, with or without notice, if we believe:

- You have violated these Terms
- Your use creates risk or possible legal exposure for us
- We decide to discontinue the Service

You may stop using the Service at any time. You may also request deletion of your account and all associated data at any time via the Privacy settings of the Service or by contacting us.

Upon termination:

- Your right to access and use the Service will cease
- Provisions that by their nature should survive termination will continue to apply, including ownership, disclaimers, limitations of liability, and indemnification

15. Governing Law and Dispute Resolution

These Terms, and any dispute or claim arising out of or in connection with them or the Service, shall be governed by and construed in accordance with the laws of **Italy**, without regard to conflict-of-law principles.

You agree that the courts of **Pavia, Italy** shall have exclusive jurisdiction to settle any dispute arising out of or relating to these Terms or the Service, except where applicable mandatory law provides otherwise.

16. Changes to the Terms

We may update or modify these Terms from time to time. When we do, we will update the “Last updated” date at the top.

If changes are material, we may provide additional notice (for example, by email or within the Service). By continuing to use the Service after the updated Terms become effective, you agree to be bound by the revised Terms.

If you do not agree to the updated Terms, you must stop using the Service.

17. Severability

If any provision of these Terms is found to be unenforceable or invalid by a court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect.

18. Entire Agreement

These Terms, together with the Privacy Policy, constitute the entire agreement between you and Racquet Sports Institute regarding the Service and supersede all prior agreements and understandings, whether written or oral, regarding the Service.

19. Contact

If you have questions about these Terms or the Service, please contact us at:

Racquet Sports Institute

Pavia, Italy

Website: www.racquetsports.institute

Email: info@racquetsports.institute