

Terms and Conditions

Topnotch Management

Effective Date: April 28, 2026 | Last Updated: April 28, 2026

1. Acceptance of Terms

By accessing our services, calling our phone numbers, sending or receiving SMS messages from us, attending our events, or purchasing tickets through us, you agree to be bound by these Terms and Conditions. If you do not agree, please do not use our services.

These Terms apply to all events, tournaments, and services hosted or operated by Topnotch Management, including but not limited to the Memphis Classic, Tennis in the Land, the ATP Challenger Cleveland Open, the WTA 125 Dow Tennis Classic, and Squash in the Land.

2. SMS Messaging Program

Program Information

- Program Name:** Topnotch Management Customer Communications
- Program Description:** Topnotch Management operates an SMS program that sends transactional and informational messages to callers and customers who request information about our events, tickets, and services. Messages may include ticket purchase links, event schedules, venue directions, parking information, order confirmations, and customer service follow-ups.

Opt-In Consent

By verbally agreeing during a phone call with our AI voice agent, providing your phone number through our website, or otherwise affirmatively consenting to receive text messages, you agree to receive SMS messages from Topnotch Management at the phone number you provide.

Message Frequency

Message frequency varies based on your interactions and requests. You may receive messages only after explicit opt-in.

Message and Data Rates

Message and data rates may apply based on your wireless carrier plan. Topnotch Management is not responsible for these charges.

Carrier Disclaimer

Wireless carriers (including but not limited to T-Mobile, AT&T, Verizon, Sprint, U.S. Cellular, Boost, MetroPCS, Virgin Mobile, and Cricket) are not liable for delayed or undelivered messages. Service is available on participating carriers in the United States.

Opting Out

You may opt out of the SMS program at any time by replying with any of the following keywords to any message we send:

- STOP**
- UNSUBSCRIBE**
- CANCEL**
- END**
- QUIT**

You may also use any other reasonable expression that clearly indicates your desire to opt out, such as "stop messaging me." We will honor opt-out requests within 10 business days of receipt, in accordance with FCC requirements.

After you opt out, you may receive a single confirmation message acknowledging your opt-out request. After that, you will not receive further messages from this program unless you opt in again.

Help and Support

For help, reply **HELP** to any message or contact us at sam@topnotchmanagement.com or [\(502\) 727-7002](tel:(502)727-7002).

Consent Is Not a Condition of Purchase

Consent to receive SMS messages is not required to purchase tickets, attend events, or use our services.

Privacy

Your privacy is important to us. Information collected through our SMS program is governed by our [Privacy Policy](#). No mobile information will be shared with third parties or affiliates for marketing or promotional purposes.

3. AI Voice Agent

When you call our phone number, your call is answered by an AI-powered voice agent. By continuing the call:

- You acknowledge that you are interacting with an automated system, not a human
- You consent to the recording and processing of your call for service delivery, quality assurance, and training purposes
- You may request to speak with a human representative at any time by pressing 0 on your keypad
- You understand that the AI agent may collect information including your phone number, name, and event preferences
- You acknowledge that the AI agent may occasionally provide inaccurate information; for critical information, please verify with a human representative

4. Ticket Purchases

Ticket Sales

All ticket purchases are subject to availability and the terms set forth at the time of purchase. Prices are subject to change without notice.

Refunds

Refund policies vary by event. Specific refund terms are disclosed at the time of purchase. Generally, tickets are non-refundable unless an event is canceled or rescheduled.

Event Changes

Topnotch Management reserves the right to modify event schedules, venues, performers, or other event details. We will make reasonable efforts to notify ticket holders of significant changes.

Right of Admission

Topnotch Management and its venues reserve the right to refuse admission or remove any individual whose conduct is deemed inappropriate, unsafe, or in violation of venue policies.

Ticket Resale

You may not resell tickets above face value where prohibited by law. Tickets obtained through unauthorized resale channels may be voided without refund.

5. Payment

All payments are processed through secure third-party payment processors. By providing payment information, you represent that you are authorized to use the payment method and that all information provided is accurate.

6. Intellectual Property

All content, trademarks, logos, and intellectual property associated with Topnotch Management and its events are the property of Topnotch Management or its licensors. You may not use, reproduce, or distribute such content without prior written permission.

7. User Conduct

When using our services, you agree not to:

- Use our services for any unlawful purpose
- Send spam, threats, or harassing messages
- Impersonate any person or entity
- Interfere with or disrupt our services
- Attempt to gain unauthorized access to our systems
- Use automated systems to scrape, copy, or extract information from our services
- Resell tickets above face value where prohibited by law

8. Disclaimers

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not warrant that our services will be uninterrupted, error-free, secure, or free from viruses or other harmful components.

The AI voice agent may occasionally provide inaccurate information. We make reasonable efforts to ensure accuracy but cannot guarantee that all information provided by the AI agent is correct. For critical information, please verify with a human representative.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TOPNOTCH MANAGEMENT, ITS OFFICERS, EMPLOYEES, AGENTS, AND PARTNERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR USE OF OUR SERVICES.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF THESE TERMS SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE PAST 12 MONTHS, OR \$100, WHICHEVER IS GREATER.

10. Indemnification

You agree to indemnify, defend, and hold harmless Topnotch Management from any claims, damages, losses, liabilities, costs, and expenses arising out of your use of our services or your violation of these Terms.

11. Governing Law

These Terms are governed by the laws of the State of Ohio, without regard to its conflict of law provisions. Any disputes arising under these Terms shall be resolved in the state or federal courts located in Cuyahoga County, Ohio.

12. Dispute Resolution

Before filing any claim against Topnotch Management, you agree to attempt to resolve the dispute informally by contacting us at sam@topnotchmanagement.com. We will attempt to resolve the dispute within 30 days.

13. Changes to Terms

We may update these Terms from time to time. Significant changes will be communicated by updating the "Last Updated" date and, where appropriate, by SMS or email notice. Your continued use of our services after changes are posted constitutes acceptance of the updated Terms.

14. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain in full force and effect.

15. Contact Us

For questions about these Terms and Conditions, please contact us:

Topnotch Management
1468 West 9th Street, Suite #825
Cleveland, OH 44113

Email: sam@topnotchmanagement.com
Phone: [\(502\) 727-7002](tel:(502)727-7002)
Website: www.topnotchmanagement.com