

## MEMBERSHIP TERMS & CONDITIONS

By submitting a valid Signup Request, you enter into an Agreement with us on the following terms:

### 1. Definitions

Throughout the present Agreement, the words listed in this clause, as well as their grammatical equivalents and derivatives, shall have the meanings defined in this clause, whether or not they are capitalized.

<b>Agent / Us / We / FITEQ</b>	<b>International Federation of Teqball (Fédération Internationale de Teqball)</b> , an association registered in Switzerland at the Registre du Commerce du Canton de Vaud under n° CHE-327.306.031, having its registered address at Place Saint-François 7, 1003 Lausanne, Switzerland, with VAT n° CHE-327.306.031 VAT  FITEQ is, in this contract, acting on its own behalf and may act on behalf of National Federations. FITEQ may execute its obligations through subcontractors or (sub)agents.
<b>Agreement</b>	the present “Membership Terms & Conditions”, including any schedules, annexes thereof as well as any future modifications, corrections, and amendments thereto, as well as <ul style="list-style-type: none"><li>• Privacy &amp; Personal Data Protection Terms (available here: <a href="https://assets.fiteq.org/static/fiteq_privacy.pdf">https://assets.fiteq.org/static/fiteq_privacy.pdf</a>)</li><li>• Digital Content Terms &amp; Conditions (available here: <a href="https://assets.fiteq.org/static/fiteq_toc.pdf">https://assets.fiteq.org/static/fiteq_toc.pdf</a>)</li></ul> In case of contradiction between any of these and/or the body of the Agreement, the latter shall prevail.
<b>Applicable Law</b>	laws, regulations, obligatory rules issued by government or professional entities, relating to the subject matter of this Agreement, and in force in Switzerland;
<b>Membership Fee</b>	yearly membership of €100 (hundred EUR) paid in one advance payment, or monthly membership of €10 (ten EUR) monthly ;  Any Membership Fees paid are non refundable unless otherwise specified in this Agreement.
<b>National Federation</b>	the national teqball sports associations recognized by FITEQ as a National Federation in the Potential Member’s country of nationality, whose further information is posted on FITEQ’s website here : <a href="https://www.fiteq.org/federations">https://www.fiteq.org/federations</a>
<b>Parties</b>	the Potential Member and the Agent
<b>Party</b>	either the Potential Member or the Agent
<b>Potential Member / You</b>	the person or entity submitting a Signup Request ;
<b>Purpose</b>	transmitting a Potential Member’s Signup Request to FITEQ or the relevant National Federation
<b>Signup Request</b>	the Signup Request submitted by a Potential Member to become a Member of FITEQ
<b>Venue</b>	Canton de Vaud, Switzerland

### 2. Contracting Principles

2.1. **Warranted Characteristics:** The parties are entering into this Agreement on reliance of the warranted characteristics below. FITEQ may request copies of documents

substantiating these characteristics. Without prejudice to any other remedies, FITEQ may annul or terminate this Agreement, at the other party's expense, upon learning that any of these warranted characteristics is not met at any time during the term.

Potential Member warrants that it is **18 (eighteen) years or older**, and that its execution of the obligations or requirements under this Agreement do not and will not violate any other contract to which it is bound or any provisions of Applicable Law or local law, and in particular that it fulfils the eligibility membership criteria posted on FITEQ's website here: <https://www.fiteq.org>.

- 2.2. **Entire Agreement:** With respect to its subject matter, this Agreement constitute the entire agreement between the Parties and supersedes all previous negotiations, agreements and commitments between them, whether oral or written.
- 2.3. **Modifications:** This Agreement can be modified or withdrawn by us at any time and at our discretion, without notice, and with immediate effect.
- 2.4. **Severability:** If any term of this Agreement is invalid, void or unenforceable, the Parties agree that the other provisions therein shall remain binding between them. If such remaining terms are insufficient to organize a workable contractual relationship achieving the Purpose, the Parties shall substitute clauses that achieve this result and that are as close as possible to the original terms.

### 3. **Signup Request**

- 3.1. **Signup Request Acceptance:** Signup Requests are validly submitted upon receipt of a confirmation email from us letting you know that the Signup Request has been received and accepted.

If the Potential Member has selected to join as a paying Member, the selected type of Membership Fee must be paid concomitantly with the submission of the Signup Request.

FITEQ reserves the right to reject (or transmit the National Federation's rejection of) a Signup Request for objective reasons that will be indicated to Potential Member in email, in which case any Membership Fee already paid shall be reimbursed within 15 (fifteen) business days.

- 3.2. **Signup Request Transmission:** FITEQ shall send the accepted Signup Request to (i) the relevant National Federation, if the Potential Member indicated that they request to join the teqball sport movement or (ii) to FITEQ's relevant membership body if the Potential Member selected any other form of membership. FITEQ fully executes all of its obligations under this Agreement upon successful transmission of the Signup Request, which shall also terminate this Agreement automatically.
- 3.3. **Signup Request Processing:** Either FITEQ or the relevant National Federation if applicable shall inform the Potential Member of the progression of their membership application ; this and any further steps are outside of FITEQ's control, and FITEQ declines any and all responsibility related thereto.

### 4. **Other Liability**

We are not liable for consequential damage or loss (including, but not limited to, loss of sales, loss of profit, loss of revenue, loss of data, anticipated savings, loss of goodwill, business interruption, reputational damage, legal fees) under this Agreement, even if we have been advised of such possibility.

The Parties agree that our maximum liability under or related to this Agreement is limited to \$500 (five hundred USD).

## **5. Governing Law & Jurisdiction**

### **5.1. Applicable Law**

This Agreement, all matters arising from it, including disputes, and the relationship of the Parties relating to this Agreement, are governed by the Applicable Law.

### **5.2. Venue & Injunctive Relief**

Without prejudice to any applicable law allowing a consumer to choose a different venue, the Parties submit to the exclusive jurisdiction of the competent courts in the Venue for all proceedings relating to this Agreement, all matters arising from it, including disputes, and the relationship of the Parties relating to this Agreement.

Nevertheless, you recognize that a breach of this Agreement may cause irreparable harm to us and that actual damages may be difficult to ascertain or inadequate in such cases. We will thus have the right to enforce this Agreement by injunction, specific performance, or other equitable relief, without a requirement to prove actual damages and without prejudice to any other rights and remedies that we may have otherwise.

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