

DIGITAL CONTENT TERMS OF USE

By using this Digital Content, you enter into a contract with us by which we provide free information and entertainment to you on this Digital Content. IF YOU DO NOT AGREE TO BE BOUND BY THIS CONTRACT, DO NOT USE THIS DIGITAL CONTENT.

By submitting User Content, you grant us a license to your submitted content, as further detailed below. IF YOU DO NOT WANT TO GRANT US A LICENSE TO YOUR SUBMITTED CONTENT, DO NOT SUBMIT ANY CONTENT!

Some parts of the Digital Content are only available to you if you are **18 YEARS OLD** or older ; by accessing those parts you warrant that you are actually 18 years old or older.

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.

Agreement	the present “Terms of Use”, including any schedules, annexes thereof as well as any future modifications, corrections, and amendments thereto, as well as <ul style="list-style-type: none">• Privacy & Personal Data Protection Terms (available here: https://assets.fiteq.org/static/fiteq_privacy.pdf)• Membership Terms & Conditions (available here: https://assets.fiteq.org/static/fiteq_membership_toc.pdf)• any other contract or offer posted on the Digital Content In case of contradiction between any of these and/or the body of the Agreement, the latter shall prevail.
App	the “FITEQ” program
Applicable Law	laws, regulations, obligatory rules issued by government or professional entities, relating to the subject matter of this Agreement, and in force in Switzerland
Digital Content	either the App or the Website
Licensee / You	the person or entity using the Digital Content
Licensor / Us / We / FITEQ	International Federation of Teqball (Fédération Internationale de Teqball), 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
Party	either the Licensor or the Licensee
Parties	the Licensor and the Licensee
Purpose	(1) entertainment and/or information within the context of and during the use of the Digital Content, (2) in relation to Membership, for the purposes stated in the “Membership Terms & Conditions”
FITEQ IP	intellectual property owned by, or licensed to, Licensor, pertaining to items listed in Schedule 1 : FITEQ IP, whether appearing online, downloaded, or offline
Third Party IP	intellectual property owned by third parties and licensed to Licensor, pertaining to items listed in Schedule 2 : Third Party IP

User Content	any content, data, or information submitted by you to or via the Digital Content, including simply by using the Digital Content, as further defined in Schedule 3 : User Content
Using	execution of, or access to, the Digital Content or an element thereof, for example: directly, indirectly (for example, through another web site) , manually (for example, by typing the address, following a link, or opening a file off-line) , automatically (for example, through a program permitting the automatic generation or extraction of content)
Venue	Canton de Vaud, Switzerland
Website	all content situated on the areas of the drives of the servers that are accessed by the web address whose root domain also contains the present Agreement

2. Contracting Principles

- 2.1. **Entire Agreement:** With respect to its subject matter, this Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations, agreements and commitments between them, whether oral or written.
- 2.2. **Modifications:** This Agreement, the Digital Content, and related prices, and/or the FITEQ IP, can be modified or withdrawn by us at any time and at our discretion, without notice, and with immediate effect.
- 2.3. **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. Rights & Obligations

3.1. Licensor

- 3.1.1. **Grant of Limited License:** The Licensor grants a personal, non-transferable, temporary, non-exclusive license to the Licensee to use the FITEQ IP for the Purpose, and under any other conditions specified in this Agreement. Nothing in this Agreement shall be construed to grant any title or rights (including ownership) in the FITEQ IP to the Licensee other than the limited right to use specified in this clause.
- 3.1.2. **Technical Support:** The Licensor shall provide free limited technical support via emails in response to a support request sent to customersupport@fiteq.org or in another format triggered within the Digital Content. Support is provided as a complimentary service to improve your user experience ; it shall not in any way alter the provisions of clause 5 Warranty.
- 3.1.3. **Privacy & Personal Data:** The Licensor shall protect your privacy and personal data, as further detailed in the Privacy & Personal Data Protection Terms available here: https://assets.fiteq.org/static/fiteq_privacy.pdf.

3.2. Licensee

- 3.2.1. **Use of Limited License:** The Licensee shall use the licensed FITEQ IP strictly for the Purpose and in accordance with the terms of this Agreement and any applicable law protecting our intellectual property, including the Applicable Law. For the avoidance of doubt this license does not include the right to

- 3.2.1.1. reproduce, disseminate, copy, modify, edit, improve, adapt, translate, multiply, integrate into or extract the entire content or any part of the FITEQ IP, create derivative work therefrom, publicly perform or display, make available, import, broadcast, transmit, sell, distribute or communicate it to the public or third parties,
- 3.2.1.2. make any reference to the Licensor, members of its corporate group, or the personnel thereof, in any communication to third parties, or
- 3.2.1.3. use the FITEQ IP in promotional or marketing material, press releases, public announcements or advertisements.

The Licensee shall treat any content that is submitted by third parties in a form similar to User Content in a confidential manner and with the same restricted license to use as if it were FITEQ IP.

- 3.2.2. **No Claim on FITEQ IP:** The Licensee acknowledges that the Licensor is the owner and/or beneficial holder of all right, title and interest in and to the FITEQ IP as well as the goodwill appurtenant thereto or which arises therefrom.

The Licensee shall not contest, dispute, challenge, oppose or seek to cancel the Licensor's right, title, or interest in or to the FITEQ IP. The Licensee shall not apply for registration of the FITEQ IP or intellectual property substantially similar, in whole or in part, thereto (including, but not limited to, domain names, trade or service marks, designs or patents).

- 3.2.3. **No Hacking:** The Licensee shall not do or attempt to do the following - or any similar - actions in connection with the Digital Content or any associated servers or infrastructure:

- hacking
- penetration testing
- overload associated servers
- tamper with security mechanisms
- decompile, reverse engineer, decode or otherwise reveal any code that is not visible through the default version of mainstream consumer web browsers (e.g. Firefox, Explorer)
- sniff information transiting to/from/through the Digital Content.

- 3.2.4. **Third Party IP:** The Licensee shall use Third Party IP in accordance with the terms of any copyright or agreement referenced in Schedule 2 : Third Party IP or available online.

- 3.2.5. **User Content:** by submitting User Content, to the greatest extent allowed under the law applicable to such transactions, you hereby assign and finally transfer to us all right, title and interest therein (including any included personal image rights). If this User Content, any element or right therein or thereto, may not – according to this law – be assigned or fully transferred to us, you, to the greatest extent permitted by this law, hereby (i) grant us a global, perpetual, unlimited, transferable, clear, royalty-free license to use such elements that may be licensed, and (ii) waive any rights to use such elements that may not be licensed.

For the avoidance of doubt, this may include the rights to reproduce, disseminate, edit, improve, modify, copy, translate, integrate into or extract the entire content or a part thereof, create derivative work therefrom, adapt, publicly perform or display, make available, import, export, broadcast, transmit, sell, distribute, communicate it to the public or third parties, including in promotional or marketing material, make press releases, public announcements or advertisements, all with or without attribution.

By submitting User Content, you warrant that

- (i) you are aware and accept that the only and sufficient compensation for the transfer of the aforementioned rights is the chance to publicize your User Content through the Digital Content, and/or participate in competitions with or without prizes ;
- (ii) you are aware and accept that we may monitor and/or moderate your User Content, your interaction with other users, and/or your use of the Digital Content;
- (iii) the User Content is owned by or licensed to you, and that submitting it through or using it in connection with the Digital Content does not violate any applicable law or regulation.

3.2.6. **Licensee Account:** Some functionalities of this Digital Content may require the creation of a personal account associated with your personal data and your use on the Digital Content. It is the Licensee's entire responsibility to keep the login details secret. This account is personal to the Licensee and may not be shared with anyone else. If, in breach of this obligation, the Licensee allows someone else to use their account, the Licensee is - beyond their personal contractual liability - responsible for any consequent action or omission of such third party as if such action or omission were the Licensee's own action or omission.

3.2.7. **Confidentiality:** Information whose nature or marking indicates that it may be confidential to us shall be used exclusively for the performance, enforcement, termination and/or disputes relating to this Agreement, and shall be held by you in strictest confidence and not disclosed to any third party. Your obligations relating to divulging or protecting confidential information shall remain in effect for (i) a further 7 (seven) years after the Term or (ii) until that information may reasonably be considered as no longer confidential, whichever is longer.

3.2.8. **Information:** Licensee shall, as soon as practicable, inform Licensor about any breach of confidential information, any unauthorized access to its account, and any inappropriate content or Third Party IP it encounters.

4. **Term**

4.1. **Term & Termination**

This Agreement is entered into for an indefinite term. This Agreement can be terminated by us at any time, without notice, and with immediate effect.

4.2. **Effects**

4.2.1. **No Indemnity:** Termination of this Agreement or your access to the Digital Content shall not give rise to any indemnity.

4.2.2. **Other Effects:** Termination of this Agreement shall also terminate your access to the Digital Content and you must immediately stop using the Digital Content and any FITEQ IP.

4.2.3. **Survival of clauses:** clauses of this Agreement whose terminus ad quem is not specified therein shall survive, as long as their object is extant and as allowed under Applicable law, after termination of this Agreement.

5. **Warranty**

THIS Digital Content IS PROVIDED "AS IS" AND WE DECLINE AND EXCLUDE ANY EXPRESS OR IMPLIED WARRANTY OR OBLIGATION TO ENSURE

- FITNESS OF USE OR MERCHANTABILITY
- FUNCTIONALITY
- ACCURACY
- NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS
- AVAILABILITY OF THE DIGITAL CONTENT
- FREEDOM FROM VIRUSES, BUGS, OR MALWARE
- COMPATIBILITY WITH ANY HARDWARE, SOFTWARE, OR OPERATING SYSTEM

6. **Liability**

WE DECLINE ALL LIABILITY FOR DAMAGE INCURRED AS A RESULT OF THE USE OF THIS DIGITAL CONTENT, FROM THE PRACTICAL IMPLEMENTATION OF THE INFORMATION AVAILABLE THEREON, OR FOR OUTSIDE CONTENT ACCESSIBLE VIA LINKS OR REDIRECTS ON THIS DIGITAL CONTENT.

THE PHYSICAL ACTIVITIES THAT MAY BE PRESENTED ON THE DIGITAL CONTENT ARE STRENUOUS AND REQUIRE A CERTAIN LEVEL OF PHYSICAL FITNESS. IF YOU CHOSE TO ENGAGE IN SUCH ACTIVITY, YOU DO SO AT YOUR OWN RISK AND WE DECLINE ANY LIABILITY FOR RESULTING INJURY OR DEATH.

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.

In any event, the Parties agree that our maximum liability under or related to this Agreement is limited to \$500 (five hundred USD).

7. **Governing Law & Jurisdiction**

7.1. **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.

7.2. **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.

8. Schedule 1 : FITEQ IP

The Digital Content, and all its content, including

- trademarks
- designs
- computer code
- the mastheads
- the domain name
- the interface and its components (e.g. menus)
- the choice of colors and of fonts
- the general layout
- this Agreement

These elements are protected by copyright, marks, patents, at both national and international levels. **Intellectual property infringement, including software piracy, is a criminal offence!**

9. Schedule 2 : Third Party IP

- messages and questions posted on publicly visible sections of the Website;
- OpenSans fonts:
 - OpenSans-Regular.ttf: Digitized data copyright 2010-2011, Google Corporation.
 - OpenSans-Bold.ttf: Digitized data copyright 2010-2011, Google Corporation.
 - OpenSans-ExtraBold.ttf: Digitized data copyright 2011, Google Corporation.
 - OpenSans-SemiBold.ttf: Digitized data copyright 2011, Google Corporation.Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>
- Social media icons:
 - Facebook: Facebook © 2019
 - Instagram: Instagram © 2019
 - Twitter: © 2019 Twitter, Inc.
 - YouTube: © 2019 YouTube
- Other
 - Owl Carousel2: Copyright (c) 2014 Owl, Modified work Copyright 2016-2018 David Deutsch
 - Animate.css: Copyright (c) 2018 Daniel Eden
 - magnific-popup: Copyright (c) 2014-2016 Dmitry Semenov
 - cookieconsent: Copyright (c) 2016 Silktide Ltd
 - moment.js: Copyright (c) JS Foundation and other contributors
 - webpack.js: Copyright JS Foundation and other contributors
 - tslib: Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>
 - rx.js: Copyright (c) 2015-2018 Google, Inc., Netflix, Inc., Microsoft Corp. and contributors
 - Licensed under the Apache License, Version 2.0 (the "License"); you may not use this file except in compliance with the License. You may obtain a copy of the License at <http://www.apache.org/licenses/LICENSE-2.0>
 - core-js Copyright (c) 2014-2019 Denis Pushkarev
 - zone.js Copyright (c) 2016-2018 Google, Inc.

- Angular.js Copyright (c) 2015-2018 Google, Inc., Netflix, Inc., Microsoft Corp. and contributors

10. Schedule 3 : User Content

All content

- Including
 - images of you
 - recordings of you (including video and/or audio)
 - drawings, designs, logos
 - suggestions, ideas, creations, errors
 - written comments or messages
 - any login name, user name, nickname, or shortened version of your name
 - support requests
- Excluding your
 - real full name
 - contact details
 - financial details (bank, card, credit rating, etc.)

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