



TERMS OF MEMBERSHIP

Last updated November 1, 2013



TABLE OF CONTENTS

Terms of Membership	2
General	3
MEMBERSHIP RIGHTS AND OBLIGATIONS	3
EQUAL OPPORTUNITY STATEMENT	4
code of conduct.....	4
COMPLIANCE WITH POLICIES.....	4
AUTHORITY TO EXECUTE AGREEMENT	4
Rights and Responsibilities.....	5
Non-commercial Use by Members	6
Proprietary Rights ON CONTENT	6
Content Posted.....	7
Prohibited Content and Activity	8
Copyright Policy.....	9
NO WARRANTY.....	10
NO OTHER LICENSES	10
limitation of liability.....	10
assignment.....	11
governing law	11
Disputes	11
Indemnity.....	12
Other	12
Refusal/TERMINATION of membership	12

TERMS OF MEMBERSHIP



Congratulations on your commitment to helping grow Netball. We would like to take this opportunity to emphasize specific policies and procedures to ensure the integrity of your membership.

By registering for membership and paying a membership fee with Netball America, you agree to Netball America's Terms of Membership Agreement. Netball America is dedicated to your involvement in and use of the Netball America services (which includes the Netball America web site, social media sites and any other Netball America associated services). You also agree that your use of the Netball America Services does not violate any applicable law or regulation. For any questions relating to these Terms of Membership, please send an email to: info@netballamerica.com

GENERAL

The Netball America Terms of Membership comprise of this entire agreement between Netball America and you, and supersede any other agreement, written or oral, relating to Netball America. Netball America may revise these Terms of Membership at anytime, and such revision will be effective upon the earlier of (i) the date ten (10) days after the revised Terms of Membership are posted here, or (ii) the date you are notified of such change to the Netball America Terms of Membership either via e-mail or by any other manner eg at the Annual General Meeting. If any such revision is unacceptable to you, you may terminate your Membership as set out in the Netball America Constitution. Your Netball America benefits, following notice of terminated membership will cease immediately.

MEMBERSHIP RIGHTS AND OBLIGATIONS

Member agrees to pay the annual fees established for its Membership Class, as may be amended from time to time in accordance with the Constitution & Bylaws. You agree to provide Netball America with accurate and complete registration information including member name, email address, city and state is required. Failure to do so will constitute a breach of this Agreement. Netball America reserves the right to cancel any membership where incorrect information has been provided.

Membership dues are yearly, and payment is required upon signing (to activate membership) and upon renewal (on the anniversary of membership activation). Netball America will bill Member for dues in advance by written invoice, and payment will be due within thirty (30) days of mailing.

Netball America will notify you of any changes in the membership structure or fees, at which time you will have the option to terminate your Membership according to the Netball America Constitution or pay the amended fees. Membership fees are non-refundable. If you



terminate your Membership, you shall not be entitled to the refund of any unused portion of membership fees.

EQUAL OPPORTUNITY STATEMENT

Netball America seeks, enrolls and maintains membership without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age. All members shall have full and equal access to Netball America benefits. At Netball America events all members with disabilities shall be entitled to reasonable accommodations for their physical or mental impairments. Any member who believes that he/she is/has been treated unfairly on any of the aforementioned matters should first report to one of Netball America executives at the specified event.

CODE OF CONDUCT

Commitment to ethical professional conduct is expected of Netball America Members (Members) including Officers and Board of Directors. It is a responsibility of Members to know and follow the Code. Failure of a Netball America member to follow the Code can result in termination of membership with Netball America. Refer to the website for the Code of Conduct Policy.

COMPLIANCE WITH POLICIES

Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the Constitution and Bylaws, the Privacy Policy, the Code of Conduct and any and all additional policies and procedures adopted by Netball America, as any of these may be amended from time to time, all of which are located at www.NetballAmerica.com or on file with the IRS and state bodies.

AUTHORITY TO EXECUTE AGREEMENT

The person entering into this Agreement on behalf of Member/s and/or Netball Clubs hereby represents, warrants and covenants to Netball America that (a) you have the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which it is otherwise bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.



RIGHTS AND RESPONSIBILITIES

A. Conduct and Communication.

You agree to use Netball America services only for lawful purposes and in accordance with the Netball America Terms of Membership Agreement. Netball America will compliance with Netball America Rules. You are expected to use common courtesy and conduct yourself in a civil and appropriate manner when communicating with others while using Netball America Services. Any conduct that in Netball America's sole discretion is inconsistent with Netball America's rules will not be permitted, and will entitle Netball America, in its sole discretion and without notice, to limit membership privileges or immediately terminate such Member's membership. Hacking, patches, and denial of service activity are strictly prohibited to Netball America sites. You may not engage in spoofing or otherwise impersonating any Netball America persons. To "spoof" or "impersonate" means to assume another person's identity in such a manner that, in Netball America's sole discretion, a reasonable person does not or would not know that you are not in fact such person, and/or to assume another person's identity in such a manner that, in Netball America's sole discretion, is offensive, embarrassing or harmful in any manner to any person or Netball America.

B. Harassment of another member

The term "harassment" means to repeatedly annoy another persona, and is in the real world, constant annoyance often ends in a complaint to a controlling entity. And as in the real world, harassment is difficult to prove, and seldom one sided. Therefore, our determination that harassment has occurred is based on this rule:

1. Any member found to engage in insults and /or bad or abusive language in one (1) interchange (conversation with one other person) can be considered harassment, PROVIDED the transcript clearly indicates that member whom initiated the harassment. When we receive harassment complaints from a member, a sponsor, spectator or volunteer we perform an investigation.

C. All members of Netball America are responsible to knowing and abiding by the Netball America Code of Conduct posted on NetballAmerica.com. Any breach of this conduct can result in disciplinary actions.



NON-COMMERCIAL USE BY MEMBERS

Netball America Services are for the personal use of Members only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Netball America. Illegal and/or unauthorized use of Netball America Services, including collecting usernames and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing is prohibited. Appropriate legal action will be taken for any illegal or unauthorized use of the Netball America Services.

PROPRIETARY RIGHTS ON CONTENT

Netball America does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "Content") that you post to any Netball America Sites/Services. After posting your Content to the Netball America Services, you continue to retain all ownership rights in such Content, and you continue to have the right to use your Content in any way you choose. By displaying or publishing ("posting") any Content on or through the Netball America Services, you hereby grant to Netball America a limited license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content solely on and through the Netball America Services.

Without this license, Netball America would be unable to provide the Netball America Services. For example, without the right to modify Member Content, NetballAmerica.com would not be able to digitally compress music files that Members submit or otherwise format content to satisfy technical requirements, and without the right to publicly perform Member Content, Netball America could not allow Users to watch videos posted by Members. The license you grant to Netball America is non-exclusive (meaning you are free to license your Content to anyone else in addition to Netball America), fully-paid and royalty-free (meaning that Netball America is not required to pay you for the use on the Netball America Services of the Content that you post), sub licensable (so that Netball America is able to use its affiliates and subcontractors such as Internet content delivery networks to provide the Netball America Services), and worldwide (because the Internet and the Netball America Services are global in reach). This license will terminate at the time you remove your Content from Netball America Services. The license does not grant Netball America the right to sell your Content, nor does the license grant Netball America the right to distribute your Content outside of the Netball America Services.



1. You represent and warrant that:

(i) you own the Content posted by you on or through the Netball America Services or otherwise have the right to grant the license set forth in this section, and

(ii) the posting of your Content on or through the Netball America Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Content posted by you to or through the Netball America Services.

2. Netball America Services includes the contents on any Netball America website, social media site or used through any streaming services or at any events. These contents are protected by copyright, trademark, patent, trade secret and other laws, and Netball America owns and retains all rights to any Netball America content and from Netball America Services. Netball America hereby grants you (our member) a limited, revocable, sub license to reproduce and display relevant content solely for your personal or club use in connection with using the Netball America Services.
3. The Netball America Services includes content of users and other Netball America licensors, sponsors and partners except for content posted by you. You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Netball America Services without Netball America's prior written permission

CONTENT POSTED

1. Netball America may delete any Content that in the sole judgment of Netball America violates this Agreement or which may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. Netball America assumes no responsibility for monitoring the Netball America Services for inappropriate content or conduct. If at any time Netball America chooses, in its sole discretion, to monitor the Netball America Services, Netball America assumes no responsibility for the content, no obligation to modify or remove any inappropriate content, and no responsibility for the conduct of the user submitting any such content.
2. You are solely responsible for the content that you post on or through any of the Netball America Services, any material or information that you transmit to other members and for your interactions with other users. Netball America does not endorse and has no control over this content. Posted content is not necessarily reviewed by Netball America prior to posting and does not necessarily reflect the opinions or policies of Netball America. Netball America makes no warranties, express or implied, as to the



content or to the accuracy and reliability of the content or any material or information that you post or transmit to other Members, sponsors, partners or the general public.

PROHIBITED CONTENT AND ACTIVITY

The following is a partial list of the kind of content that is illegal or prohibited to post on or through Netball America Services. Netball America reserves the right to investigate and take appropriate legal action against anyone who, in Netball America's sole discretion, violates this provision, including without limitation, removing the offending communication(s) from Netball America Services and terminating the Membership of such violators. Prohibited content includes, but is not limited to content that, in the sole discretion of Netball America:

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. is derogatory against Netball America or any of its members, sponsors, volunteers or partners;
3. harasses or advocates harassment of another person;
4. exploits people in a sexual or violent manner;
5. contains nudity, violence, or offensive subject matter or contains a link to an adult website;
5. solicits personal information from anyone under 18;
6. provides any telephone numbers, street addresses, last names or email addresses;
7. promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
8. promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
9. involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
10. furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
11. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
12. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
13. includes a photograph of another person that you have posted without that person's



consent.

COPYRIGHT POLICY

You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of Netball America to terminate membership privileges of any member who repeatedly infringes the copyright rights of others upon receipt of proper notification to Netball America by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Netball America Services in a way that constitutes copyright infringement, please provide the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on the Netball America Services;
- (iv) your mailing address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Netball America's Copyright Agent for notice of claims of copyright infringement can be reached as follows:



Adam R. Villanueva

Trademark Associate

600 Banner Tower

12770 Coit Road

Dallas, Texas 75251

Direct: (972) 628-3600, ext. 3642

Email: avillanueva@munckwilson.com or [email: info@netballamerica.com](mailto:info@netballamerica.com)



NO WARRANTY

Each party acknowledges that, except as otherwise agreed in writing, all services and information provided to or by Netball America under this agreement is provided “as is” with no warranties or conditions whatsoever, whether express, implied, statutory or otherwise, and Netball America and member each expressly disclaim any warranty of merchantability, noninfringement, or fitness for any particular purpose with respect to such services and information.

NO OTHER LICENSES

By executing this Agreement, Member doesn’t receive, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of Netball America or another member, except as expressly authorized by Netball America. The Member allows Netball America the use of their logo to publicize the Member’s membership, unless requested otherwise in writing by the Member).

LIMITATION OF LIABILITY

In no event with either Netball America or member be liable to each other or to any other member or third party under this Agreement for the cost of procuring substitute goods or services, lost profits, lost revenue, lost sales, loss of use, loss of data or any incidental, consequential, direct, indirect, punitive, or special damages, whether or not such party had advance notice of the possibility of such losses or damages, except for member’s dues commitment, or in cases of willful misconduct or gross negligence.

Netball America is not responsible for any incorrect or inaccurate content posted on the Netball America Website or social media sites or in connection with any Netball America Services, whether caused by Users of the Netball America Services or by any of the equipment or programming.

Netball America is not responsible for the content, accuracy or opinions expressed on such sites, and such sites are in no way investigated, monitored or checked for accuracy or completeness by Netball America. Inclusion of any linked website on the Netball America Services does not imply approval or endorsement of the linked site by Netball America. When you access these third-party sites, you do so at your own risk. Netball America takes no responsibility for third party advertisements which are posted on Netball America sites, nor does it take any responsibility for the goods or services provided by its advertisers. Netball America is not responsible for the conduct, whether online or offline, of any User of Netball America Services. Netball America assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line



failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. Netball America is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Netball America Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Netball America Services. Under no circumstances shall Netball America be responsible for any loss or damage, including personal injury or death, resulting from use of the Netball America Services, attendance at a Netball America event, from any content posted on or through the Netball America Services, or from the conduct of any user(s) of the Netball America Services, whether online or offline. The Netball America Services are provided "AS-IS". Netball America expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Netball America cannot guarantee and does not promise any specific results from use of the Netball America Services.

ASSIGNMENT

Member may not assign its rights or obligations under this Agreement nor transfer membership to another individual – as set forth in the Bylaws. For purposes of this Agreement, an assignment shall be deemed to include a transfer or sale of all or substantially all of the business of Member, or a merger, consolidation or other transaction that results in a change in control of Member.

GOVERNING LAW

This Agreement shall be construed and controlled by the laws of the Texas. If any claim or dispute between the parties is not resolved by good faith negotiations, any suits or proceedings pursued by either party shall be brought in the Federal or state courts located in Texas, to whose jurisdiction each party hereby submits.

DISPUTES

If there is any dispute about or involving the Netball America Services, you agree that the dispute shall be governed by the laws of the State of Texas, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the State of Texas, or otherwise agreed upon with Netball America. Either Netball America or you may demand that any dispute between Netball



America and you about or involving the Netball America Services may be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in either Texas or a state agreed upon with Netball America, provided that the foregoing shall not prevent Netball America from seeking injunctive relief in a court of competent jurisdiction.

INDEMNITY

You agree to indemnify and hold Netball America, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, sponsors, contractors etc harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Netball America Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any Content that you post on the Netball America sites or through your actions at Netball America Services and events causes Netball America to be liable to another.

OTHER

This Agreement is accepted upon you becoming a member. This Agreement constitutes the entire agreement between you and Netball America regarding the use of Netball America Services. The failure of Netball America to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

REFUSAL/TERMINATION OF MEMBERSHIP

Membership to Netball America can be refused or terminated for any of the following reasons

- a) The applicant is currently serving disciplinary action from Netball America or another Netball Association or sporting association;
- b) If proven that the applicant is applying for membership for malicious reasons; and/or
- c) Violation of this member agreement or code of conduct.



Please contact us at: info@netballamerica.com with any questions regarding this Agreement.

BY PAYING YOUR MEMBERSHIP DUES YOU CONFIRM THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.