



TERMS OF MEMBERSHIP

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REVISION HISTORY

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TERMS OF MEMBERSHIP

By registering for membership 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 Members Only web site, chat rooms and any other Netball America associated services). For any questions relating to these Terms of Membership, please send an email to: info@netballamerica.com

GENERAL

The Netball America Members Only Web Site ("Members Only Site") is provided by the Netball America Corporation ("Netball America" or "we") to you ("Member" or "you"), and is subject to the Terms of this Agreement. Any technical support for Members Only Site that may be provided by Netball America is also subject to these Terms of Membership. 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. If any such revision is unacceptable to you, you may terminate your Membership as set out in the Netball America Constitution. Your continued use of the Members Only Site, following notice of terminated membership will cease immediately. Use of the Members Only Site after receipt of any revision of the Netball America Terms of Membership will be conclusively deemed acceptance of all revised and new Netball America Terms of Membership Rules. Our online site will change and evolve continuously, so it is important that you periodically check here for updates and new information. You can view the Terms of Service at any time by clicking on the Terms of Service link at the bottom of our netballamerica.com home page.

REGISTRATION AND ACCOUNT INFORMATION

To use the Members Only Site, you must register as a Netball America Member as stated in the Netball America Constitution. You agree to provide Netball America with accurate and complete registration information including, phone number, email address and member name is required.



Failure to do so will constitute a breach of this Agreement and constitute unauthorized access to the Members Only Site. Netball America reserves the right to cancel any account where incorrect information has been provided. You may not select or use the name of another person as your user name or use any name or user name that Netball America deems offensive in any way. Offensive user names will be deleted and is subject to civil action in a court of law.

SECURITY

Netball America will not be liable or responsible for any interception and/or unauthorized use by any third parties of any Internet communications. You are solely responsible for maintaining the secrecy of your passwords and /or any account information. Please be careful and responsible whenever you're online and do not reveal your account user name, password or other personal information to any other member or third party.

PASSWORD

When you sign up to become a Member of Netball America, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose same to any third party. You agree to notify NetballAmerica.com immediately if you suspect any unauthorized use or access to your account. You are solely responsible for any and all use of your account.

ELIGIBILITY

Use of and Membership in the Netball America Services is void where prohibited. By using the Netball America Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) your use of the Netball America Services does not violate any applicable law or regulation.

MEMBERSHIP FEES

Each Member will be charged yearly membership fees in accordance with **Article 11** of the current Netball America Constitution and Bylaws. Netball America will notify you of any changes in the fees in the future, at which time you will have the option



to terminate your Membership according to Article 5 of the Netball America Constitution or pay the amended fees. You acknowledge that NetballAmerica.com reserves the right to charge for all Netball America Services and to change its fees from time to time at its own discretion. If NetballAmerica.com terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of membership fees.

RIGHTS AND RESPONSIBILITIES

A. Conduct and Communication.

You agree to use Netball America only for lawful purposes and in accordance with the Netball America Terms of Membership Agreement. Netball America may elect sole discretion to monitor the Public or Private areas of Netball America for 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. You may not engage in spoofing or otherwise impersonating any persons in the course of using Netball America's Members Only Site. 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 person, 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 have repeatedly used insults and /or bad or abusive language in one (1) interchange (conversation with one other person) can be considered guilty of harassment, PROVIDED the transcript clearly indicates that member whom initiated the harassment, and that a staff member was paged and/or witnessed the interaction. When we receive harassment complaints from a member, we do the following:

We ask the member to record any text that proves harassment. They must provide at least three (3) text transcripts of the incident.

- 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

The 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 NetballAmerica.com. Illegal and/or unauthorized use of the 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 of or linking to the Netball America Website is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from Member profiles without notice and may result in termination of Membership privileges. Appropriate legal action will be taken for any illegal or unauthorized use of the Netball America Services.

PROPRIETARY RIGHTS IN CONTENT ON NETBALLAMERICA.COM

1. NetballAmerica.com 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 the Netball America 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 NetballAmerica.com 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, NetballAmerica.com 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, NetballAmerica.com could not allow Users to listen to music posted by Members. The license you grant to NetballAmerica.com is non-exclusive (meaning you are free to license your Content to anyone else in addition to NetballAmerica.com), fully-paid and royalty-free (meaning that NetballAmerica.com is not required to pay you for the use on the Netball America Services of the Content that you post), sub licensable (so that NetballAmerica.com 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 the Netball America Services. The license does not grant NetballAmerica.com the right to sell your Content, nor does the license grant NetballAmerica.com the right to distribute your Content outside of the Netball America Services.

2. 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.

3. The Netball America Services includes the Contents of the NetballAmerica.com website. These contents are protected by copyright, trademark, patent, trade secret and other laws, and Netball America owns and retains all rights to the NetballAmerica.com content and the Netball America



Services. Netball America hereby grants you (our member) a limited, revocable, sub license to reproduce and display the NetballAmerica.com Content (excluding any software code) solely for your personal use in connection with viewing the Netball America Website and using the Netball America Services.

4. The Netball America Services includes Content of Users and other NetballAmerica.com licensors, 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.

CONTENT POSTED

1. NetballAmerica.com may delete any Content that in the sole judgment of NetballAmerica.com 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 NetballAmerica.com 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. NetballAmerica.com does not endorse and has no control over this content. Member posted content is not necessarily reviewed by NetballAmerica.com prior to posting and does not necessarily reflect the opinions or policies of NetballAmerica.com. NetballAmerica.com 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.

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 the Netball America Services. NetballAmerica.com reserves the right to investigate and take appropriate legal action against anyone who, in NetballAmerica.com's sole discretion, violates this provision, including without limitation, removing the offending communication(s) from the 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 NetballAmerica.com:

1. is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
2. harasses or advocates harassment of another person;
3. exploits people in a sexual or violent manner;
4. 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. contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
11. 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;
12. solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
13. involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
14. 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 NetballAmerica.com to terminate membership privileges of any member who repeatedly infringes the copyright rights of others upon receipt of proper notification to NetballAmerica.com 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.

NetballAmerica.com's Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Copyright Agent,
Netball America, Inc.,
2416 Garrison Cove
Murfreesboro, TN 37130

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

MEMBER DISPUTES

You are solely responsible for your interactions with other NetballAmerica.com members. NetballAmerica.com reserves the right, but has no obligation, to monitor disputes between you and other members except where the breach of these terms occurs.

PRIVACY

Use of the Netball America Services is also governed by our Privacy Policy, which is incorporated in these terms by this reference.

DISCLAIMERS

NetballAmerica.com is not responsible for any incorrect or inaccurate Content posted on the Netball America Website or in connection with the Netball America Services, whether caused by Users of the Netball America Services or by any of the



equipment or programming associated with or utilized in the Netball America Services. Profiles created and posted by Members on the Netball America Website may contain links to other websites. NetballAmerica.com is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by NetballAmerica.com. Inclusion of any linked website on the Netball America Services does not imply approval or endorsement of the linked website by NetballAmerica.com. When you access these third-party sites, you do so at your own risk. NetballAmerica.com takes no responsibility for third party advertisements which are posted on this Netball America Website or through the Netball America Services, nor does it take any responsibility for the goods or services provided by its advertisers. NetballAmerica.com is not responsible for the conduct, whether online or offline, of any User of the Netball America Services. NetballAmerica.com 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. NetballAmerica.com 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 NetballAmerica.com be responsible for any loss or damage, including personal injury or death, resulting from use of the Netball America Services, attendance at a NetballAmerica.com 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". NetballAmerica.com expressly disclaims any warranty of fitness for a particular purpose or non-infringement. NetballAmerica.com cannot guarantee and does not promise any specific results from use of the Netball America Services.

LIMITATION ON LIABILITY



IN NO EVENT SHALL NETBALLAMERICA.COM BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF NETBALLAMERICA.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NETBALLAMERICA.COM'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO NETBALLAMERICA.COM FOR THE NETBALL AMERICA SERVICES DURING THE TERM OF MEMBERSHIP TO NETBALL AMERICA.

U.S. EXPORT CONTROLS

Software available in connection with the Netball America Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Netball America Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

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 Tennessee, 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 Tennessee, City of Nashville. Either NetballAmerica.com or you may demand that any dispute between NetballAmerica.com and you about or involving the Netball America Services must be settled by arbitration utilizing the dispute resolution procedures of the American Arbitration Association (AAA) in Nashville, Tennessee, USA, provided that the foregoing shall not prevent NetballAmerica.com from seeking injunctive relief in a court of competent jurisdiction.

INDEMNITY

You agree to indemnify and hold NetballAmerica.com, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, 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 Website or through the Netball America Services causes NetballAmerica.com to be liable to another.

OTHER

This Agreement is accepted upon your use of the Netball America Website or any of the Netball America Services and is further affirmed by you becoming a member. This Agreement constitutes the entire agreement between you and NetballAmerica.com and Netball America regarding the use of the Netball America Services. The failure of NetballAmerica.com 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. NetballAmerica.com is a trademark of Netball America, Inc. 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 OF MEMBERSHIP

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

- a) The applicant is currently serving disciplinary action from Netball America or another Netball Association affiliated to IFNA
- b) If proven that the applicant is applying for membership for malicious reasons

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

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.