

Terms and Conditions

Fédération Internationale de Teqball (FITEQ)

Expo tér 5-7.

1101 Budapest

Hungary

The Fédération Internationale de Teqball (FITEQ) (“FITEQ”, “We”, “Our”, “Us”) is pleased to provide you with its education website (the “FITEQ Education Website”), and/or applications (the “FITEQ Apps”) and/or other digital services, content and software made available for educational / awareness raising purposes, if any (“Services”) (together, hereinafter referred to as “FITEQ Educational Platforms”). The following Terms and Conditions and any documents referred to herein (“Terms”) apply to all FITEQ Educational Platforms, unless stated differently in relation to a specific FITEQ Educational Platform.

1. ACCEPTANCE OF TERMS

1.1 By accessing, downloading, installing, or using the FITEQ Educational Platforms, whether or not one becomes a *Registered User* (e.g. FITEQ Coaches; Referees; athletes – see more below under Section 2 hereof), any such users and visitors (“User”, “You”, “Yourself”, “Your”), You agree to be bound by these Terms, which You acknowledge to have read and understood.

1.2 We reserve the right, at Our sole discretion, to change, modify or otherwise alter these Terms at any time. You must review these Terms at www.fiteqeducation.com on a regular basis to keep Yourself informed of any changes.

1.3 By using the FITEQ Educational Platforms, You agree that the posting of new or revised Terms on or within the FITEQ Educational Platforms shall constitute adequate and constructive notice to You of any and all revisions and changes. Continued use of the FITEQ Educational Platforms after any such changes or after explicitly accepting the new Terms upon logging into the FITEQ Educational Platforms shall constitute Your acceptance of such changes.

1.4 The use of particular Services may be subject to specific terms and conditions related to the Service concerned. By using such Services, You agree to be bound by the terms then in force. Where there is any inconsistency between the Terms and any specific terms and conditions, those specific terms and conditions shall prevail in respect of the Service concerned.

2. HOW TO BECOME A REGISTERED USER AND HOW TO ACCESS TO DIFFERENT CONTENTS

2.1. Sign up criteria

To sign up, please fill in the required data on the FITEQ Education Website. Anyone can sign up in order to have access to certain educational trainings. However, please note that certain content of the FITEQ Educational Platforms is only available to persons having a valid FITEQ ID (proof of membership for individuals - e.g. players, coaches, referees - with FITEQ).

2.1.1 Sign up to become Certified FITEQ Coaches and Referees

Users may sign up to become a FITEQ-certified teqball or para teqball coach or referee. To become a Coach or Referee as defined by FITEQ's Statutes ("Individual Affiliate"), users must, in compliance with FITEQ's instructions, sign up for and complete all the necessary training(s) available on the FITEQ Educational Platform and perform a successful test provided via www.fiteq.org ("FITEQ Website").

To enroll in educational courses open for Registered Users, You may:

- 1) Select the type of training you wish to be enrolled in (Teqball Coach, Teqball Referee, Para Teqball Coach, Para Teqball Referee);
- 2) Meet the legal age requirement applicable to You (i.e. meet the legal age required to validly conclude contracts and make legally binding statements under the laws of Your nationality). In case you are below the legal age applicable to You, You acknowledge that Your parent(s) or legal guardian(s) must acknowledge or approve Your registration. Learn more about the age of majority and parents' and legal guardians' obligations under Section 3 hereof.
- 3) Possess full legal competence, or in case of limited or no legal capacity, You acknowledge that Your parent(s) or legal guardian(s) must acknowledge or approve Your registration. Learn more about legal competence and parents' and legal guardians' obligations under Section 3 hereof.
- 4) Hold a valid email address.
- 5) Act in Your personal capacity rather than representing another natural person, or commercial or non-profit organization.

2.1.2. Sign up for Educational Materials

Certain educational materials are only available to persons having a valid FITEQ ID (proof of membership for individuals - players, coaches, referee, other technical officials, etc. - with FITEQ). Such persons with FITEQ ID may also sign up and create an account on the FITEQ Education Platform with a view to accessing educational materials made available by FITEQ from time to time that serve to further educate the such persons on the rules, regulations and policies of FITEQ. Therefore, this section of the FITEQ Education Platform serves general awareness-raising and educational purposes.

To sign up for accessing such educational materials, You must:

- 6) Have a valid FITEQ ID number;
- 7) Meet the legal age requirement applicable to You (i.e. meet the legal age required to validly conclude contracts and make legally binding statements under the laws of Your nationality). In case you are below the legal age applicable to You, You acknowledge that Your parent(s) or legal guardian(s) must acknowledge or approve Your registration. Learn more about the age of majority and parents' and legal guardians' obligations under Section 3 hereof.
- 8) Possess full legal competence, or in case of limited or no legal capacity, You acknowledge that Your parent(s) or legal guardian(s) must acknowledge or approve Your registration. Learn more about legal competence and parents' and legal guardians' obligations under Section 3 hereof.
- 9) Hold a valid email address.
- 10) Act in Your personal capacity rather than representing another natural person, or commercial or non-profit organization.

2.3. Warranties

By setting up your account and submitting your registration request, You acknowledge, certify and warrant that:

- (i) You meet the requirements set forth in these Terms;
- (ii) The information You provide to Us as part of the registration process is accurate, true, current, complete and not misleading;
- (iii) By using the FITEQ Education Platform, You do not harm other persons rights;

- (iv) You maintain and, in case of changes, promptly update the data You provided during the registration process to keep it true, accurate, current and complete;

Further, You acknowledge that If You provide, or FITEQ has reasonable grounds to suspect that You have provided, any information that is untrue, inaccurate, not current or incomplete, or FITEQ otherwise reasonably considers that You have failed to comply with any provisions of these Terms, FITEQ has the right to suspend or terminate Your account and refuse You any and/or all current or future use of the FITEQ Educational Platforms (or any portion thereof).

2.4. Registration process

When setting up Your account and submitting Your registration request, You may be asked to pay a certain amount of an enrolment fee (“Enrolment fee”) to FITEQ. If there is an Enrollment fee, a separate policy will provide for the payment and other details of such transaction.

FITEQ reserves the right to reject registration requests in case of Your non-compliance with these Terms or applicable law.

2.5. Technical rules related to Your account

You will receive a password and a personal account upon completing a registration process (as described in this Section 2). You are fully responsible for maintaining the confidentiality of the password and account, and for all activities that occur under Your password and account.

You hereby agree to: (i) immediately notify FITEQ of any unauthorized use of Your password or account and any other related breach of security; and (ii) ensure that You sign out of Your account at the end of each session. FITEQ cannot and will not be liable for any loss or damage arising from Your failure to comply with this section.

FITEQ may, in its sole discretion, including if You breach these Terms, with or without prior notice and at any time: (i) terminate Your access (whether restricted or not) to the FITEQ Educational Platforms, in whole or in part; and/or (ii) deactivate or delete Your account and all related information and files as well as Your User Submissions (as defined below). Please also note that, in such an event, Your access to Content (as defined below) might also be terminated.

3. MINORS, PERSONS OF LIMITED LEGAL COMPETENCE AND LEGALLY INCOMPETENT PERSONS

3.1. FITEQ cares about the safety and privacy of all its Users, particularly those not yet of legal age, persons of limited legal competence and legally incompetent persons, in accordance with the laws of their respective country of nationality. As such, legal age thresholds may vary country to country, and state to state. For the purposes of this section, legal competence shall refer to the natural person’s ability to conclude contracts and make other, valid and legally binding statements. One’s legal competence can be partially or fully limited. As such, in accordance with the laws of their respective country of nationality, the validity and binding nature of any such acts of Users may be subject to the approval, acknowledgement or authorization of their parents or legal guardian(s). Parents/legal guardians warrant that they act in line with their local law as per legal age and legal competency.

3.2. For this reason, parents/legal guardians who wish to allow their children or the person placed under their guardianship or conservatorship access to the FITEQ Educational Platforms must carefully review and accept these Terms, as well as supervise their access to the FITEQ Educational Platforms. By allowing Your child / the person placed under Your guardianship / conservatorship access to the FITEQ Educational Platforms, You agree to be bound by these Terms, and acknowledge that he or she will be able to access all of the FITEQ Educational Platforms, which may now or in the future include public and private

communication tools, as well as other features that may not be appropriate for their use. Please remember that the FITEQ Educational Platforms are designed to appeal to a broad audience. Accordingly, as a parent/legal guardian, it is Your responsibility to determine whether any of the FITEQ Educational Platforms and/or Content (as defined below) are appropriate for Your child or the person placed under Your guardianship / conservatorship. You remain responsible and liable for all acts of these Users.

3.3. The registration of Your child / the person placed under Your guardianship / conservatorship are subject to the rules described under Section 2 hereof. You will be asked to take further measures, including expressly providing Your consent to one or more relevant statements made by Your child / the person placed under Your guardianship / conservatorship.

4. INTELLECTUAL PROPERTY AND CONTENT

(i) Intellectual Property of FITEQ

4.1 Subject to Sections 4.4 (User Submissions) and 4.9 (Third Party Content), FITEQ is the owner and/or beneficial holder of the copyright and all intellectual property rights in and to the FITEQ Educational Platforms, and to all information, data, text, software, music, sound, photographs, graphics, videos, messages, feeds offered through and displayed/presented on the FITEQ Educational Platforms (“FITEQ feeds”), the application programming interface (“FITEQ API”), and any other material on the FITEQ Educational Platforms (together the “Content”).

4.2 The FITEQ Educational Platforms include Content: (i) provided by FITEQ (“FITEQ Content”); (ii) that is uploaded, posted, submitted or otherwise transmitted by Users of the FITEQ Educational Platforms (“User Submissions”); and (iii) that is uploaded, posted, submitted or otherwise transmitted by third parties, including in the form of links or feeds from or to other websites or resources (“Third-Party Content”).

4.3 Content may not be used, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purposes than for accessing and using it on the FITEQ Educational Platforms save as permitted pursuant to Section 5.2 below. For that sole and exclusive purpose, FITEQ grants You a limited, revocable, non-exclusive, royalty-free license to access the FITEQ Educational Platforms and use the Content strictly for the purpose of using the FITEQ Educational Platforms privately for non-commercial purposes, in accordance with these Terms. FITEQ and/or its licensors reserve all rights on the FITEQ Educational Platforms and the Content. Further, You shall not contest, dispute, challenge, oppose or seek to cancel FITEQ’s and the TEQBALL Group’s right, title, or interest in or to the Content. You shall not apply for registration of the Content or any intellectual property substantially similar, in whole or in part, thereto.

(ii) User Submissions

4.4 You retain all rights in any User Submission that You provide on the FITEQ Educational Platforms. You shall be solely responsible for Your own User Submissions and the consequences of uploading them.

4.5 The FITEQ Educational Platforms may provide, in some cases, unfiltered access to User Submissions. You hereby acknowledge and agree that FITEQ only acts as a platform for such User Submissions and that We are not liable for such content posted on the FITEQ Educational Platforms, whether arising under intellectual property laws, libel, privacy, obscenity, or otherwise. FITEQ cannot, nor does it undertake any obligation, to control User Submissions. By their very nature, User Submissions on the FITEQ Educational Platforms are changed frequently, may be inaccurate and in some cases may be mislabeled or deceptively mislabelled. FITEQ does not make any representation or warranty, express or implied, as to User Submissions.

4.6 You represent and warrant that Your User Submissions: (i) shall not infringe any copyright, patent, trademark, trade secret, or other proprietary rights or right of publicity or privacy, including for any use by

FITEQ pursuant to the license granted under Section 4.7; (ii) shall not violate any law or regulation, including any agreement You may have with FITEQ (e.g. Player Agreements, etc.); (iii) shall not be defamatory or trade libelous; (iv) shall not be obscene or contain pornography; (v) shall not include incomplete, false or inaccurate information about Yourself or any information about any other individual; and (vi) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programs that are intended to damage, detrimentally interfere with, surreptitiously intercept, exploit or expropriate any system, data or personal information. You, in particular, represent and warrant that You have the written consent, release, and/or permission of each and every identifiable individual in any User Submission to use their name or likeness.

4.7 You grant FITEQ an irrevocable, worldwide, non-exclusive, royalty-free, perpetual, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform User Submissions (not including Your real full name, contact details, addresses and financial details) in connection with the FITEQ Educational Platforms or FITEQ's (its successor's and the TEQBALL Group¹) business for any purpose, including promoting and redistributing part or all of the User Submissions (and derivative works thereof) in any and/or all media formats and through any and/or all media channels.

4.8 You hereby acknowledge and agree that FITEQ has no obligation to post any User Submission from You or anyone else. In addition, FITEQ may, at its sole discretion, edit, remove or delete any User Submission that You post or submit, as well as terminate Your access to the FITEQ Educational Platforms without notice if, in its opinion, such User Submission infringes another individual's intellectual property rights or otherwise does not comply with any provision of these Terms. In particular, FITEQ reserves the right to determine the final design, layout and functionality of the FITEQ Educational Platforms, which may involve the review, formatting and editing of User Submissions.

(iii) Third-Party Content

4.9 You acknowledge that FITEQ Educational Platforms may contain links to third-party websites and to their contents ("Third-Party Content"). FITEQ has no control over Third Party Content, including APIs, links or feeds from or to other websites or resources. You hereby acknowledge and agree that FITEQ is not responsible for the availability of external sites or resources, does not endorse, and is not responsible or liable for, any Third-Party Content available on such sites or resources. When You access other websites from links on the FITEQ Educational Platforms, those websites may operate under different legal terms and privacy policies. We encourage You to read the legal terms and privacy policies for each such website. These other terms and policies will apply to You when You use these third-party website or services. We have no control over such third-party websites. You further acknowledge and agree that FITEQ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to have been caused by or in connection with the use of, or reliance upon, any Third-Party Content, goods, services or any other material available on or through any APIs, links or feeds from or to other websites or resources.

5. USE OF FITEQ EDUCATIONAL PLATFORMS AND FITEQ CONTENT

¹ TEQBALL Group: Teqball USA Limited Liability Company, a company registered in California, USA at the California Secretary of State under n° 201616710107, having its registered address at 10811 Washington Blvd, Culver City, CA 90232, California, USA, with VAT n° 81-3066064; TEQBALL Kft. (Hungary) [registered seat: Expo tér 5-7., H-1101 Budapest, Hungary; registered with the Budapest Metropolitan Court under n° 01-09-174699]; Teqsports Kft. (Hungary) [registered seat: Expo tér 5-7., H-1101 Budapest, Hungary; registered with the Budapest-Capital Regional Court under n° 01-09-371772]; Teqball International Ltd. (Ireland) [registered seat: 16/17 College Green D02 V078 Dublin 2, Ireland; registry n° 556927]; Teqball Ltd. (UK) [registered seat: 5th Floor 167 - 169 Great Portland Street, London, England, W1W 5PF; registry n° 08503971]; I. Budapest TEQBALL Sportegyesület [registered seat: H-1042 Budapest, József Attila utca 18., registered with the Budapest-Capital Regional Court under n° 01-02-0015920] and the International Teqball Federation [registered seat: Expo tér 5-7., H-1101 Budapest, Hungary; registry n° 01-02-0017651; or Teqball Global Management SARL.

5.1 You are not permitted to use any FITEQ and/or Third-Party Content, names, logos, pictures or trademarks, unless separately and previously agreed to in writing by the relevant rights holder. Any request to use FITEQ IP (see Section 7 below) should be submitted to brandprotection@teqball.com.

5.2 You acknowledge that unless You have obtained prior written consent from FITEQ, You are not permitted to use any area of the FITEQ Educational Platforms (either directly within the FITEQ Educational Platforms or by linking to other sites) for any commercial purposes, such as by selling or offering for TEQ™ or other products, services, merchandise or other services.

5.3 You may use the FITEQ Educational Platforms and Content only for lawful purposes and in accordance with these Terms. In addition to other prohibitions as set forth in these Terms, You are prohibited from using the FITEQ Educational Platforms and Content:

- i. In any way that infringes or violates any applicable laws and regulations;
- ii. To solicit others to perform or participate in any unlawful acts;
- iii. To exploit, harm or attempt to exploit or harm others in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- iv. To harass, abuse, insult, defame, slander, disparage, intimidate, or discriminate against others;
- v. For any obscene or immoral purpose;
- vi. To infringe upon or violate FITEQ's or TEQBALL Group's intellectual property rights or the intellectual property rights of others;
- vii. To submit false or misleading information;
- viii. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation.

Additionally, You agree not to:

- ix. Use the FITEQ Educational Platforms and Content in any manner that could affect the functionality or the operation of the FITEQ Educational Platforms.
- x. Use any robot, spider or other automatic device, process or means to access the FITEQ Educational Platforms for any purpose, including monitoring or copying any of the material on the FITEQ Educational Platforms;
- xi. Use any manual or automated process to monitor or copy any of the material on the FITEQ Educational Platforms or for any other unauthorized purpose without our prior written consent;
- xii. Introduce any viruses, trojan horses, worms, logic bombs or malicious or technologically harmful material;
- xiii. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the FITEQ Educational Platforms, the server(s) on which the FITEQ Educational Platforms is stored, or any server, computer or database connected to the FITEQ Educational Platforms;
- xiv. Attack the FITEQ Educational Platforms via a denial-of-service attack or a distributed denial-of-service attack.

6. FITEQ IP

6.1. Among others, FITEQ is the owner/the beneficial holder of the word and figurative mark "FITEQ" and other trademarks, designs and other intellectual property rights (the "FITEQ IP"). Aside from the right granted to You under section 4.3 and 5.4. to use the FITEQ Content (which may include some of the FITEQ IP), You agree not to display or use the FITEQ IP, the FITEQ Content or any other intellectual property owned or beneficially hold by FITEQ in any other manner without FITEQ's prior written consent.

7. COPYRIGHT INFRINGEMENTS

7.1. FITEQ respects the intellectual property of others. If You believe that any of Your intellectual property rights have been infringed on the FITEQ Educational Platforms, please provide FITEQ with the following information: name, last name, address, email address, type and extent of infringement (date, time, etc.) via brandprotection@teqball.com.

8. MODIFICATIONS AND INTERRUPTIONS

8.1 FITEQ reserves the right at any time to modify or discontinue, temporarily or permanently, the FITEQ Educational Platforms, the Services, and the Content (or any part thereof) with or without notice. You hereby agree that FITEQ shall not be held liable to You or to any third party for any modification, suspension or discontinuance of the FITEQ Educational Platforms, Services and/or Content. Although FITEQ will take reasonable care in ensuring that the FITEQ Educational Platforms, Services, and Content are up to date, they may be out of date at any given time, and FITEQ is under no obligation to update them.

9. PRIVACY

9.1. By accessing or using the FITEQ Educational Platforms, or submitting Your personal information to the FITEQ Educational Platforms, You agree to FITEQ's processing of such data in accordance with the FITEQ Educational Platforms Privacy Policy set out at [LINK](#) ("Privacy Policy").

10. DISCLAIMERS AND LIMITATION OF LIABILITY

10.1 IF YOU ACCESS AND USE OUR FITEQ EDUCATIONAL PLATFORMS, YOU DO SO AT YOUR SOLE RISK. THE FITEQ EDUCATIONAL PLATFORMS, SERVICES, AND CONTENT (INCLUDING WITHOUT LIMITATION USER SUBMISSION OR THIRD-PARTY CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FITEQ EXPRESSLY DISCLAIMS, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED IN CONNECTION THEREWITH, INCLUDING, AND WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ACCURACY, AVAILABILITY, FREEDOM FROM VIRUSES, BUGS, OR MALWARE AND COMPATIBILITY WITH ANY HARDWARE, SOFTWARE, OR OPERATING SYSTEM.

10.2 FITEQ MAKES NO WARRANTY OR REPRESENTATION THAT: (i) THE FITEQ EDUCATIONAL PLATFORMS, SERVICES AND CONTENT WILL MEET YOUR REQUIREMENTS; (ii) THE FITEQ EDUCATIONAL PLATFORMS, SERVICES AND CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE FITEQ EDUCATIONAL PLATFORMS, SERVICES OR CONTENT WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED, OBTAINED BY OR AVAILABLE TO YOU THROUGH THE FITEQ EDUCATIONAL PLATFORMS, SERVICES OR THE CONTENT WILL MEET YOUR EXPECTATIONS; AND (V) ANY ERRORS IN THE CONTENT WILL BE CORRECTED.

10.3 DOWNLOADING OR OBTAINING ANY MATERIAL THROUGH THE USE OF THE FITEQ EDUCATIONAL PLATFORMS, SERVICES OR CONTENT SHALL BE DONE AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR

COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM DOWNLOADING ANY SUCH MATERIAL.

10.4 MATERIALS POSTED BY FITEQ ON THE FITEQ EDUCATIONAL PLATFORMS, SERVICES, AND CONTENT ARE NOT INTENDED TO BE CONSIDERED TO BE RELIABLE ADVICE. NO INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FITEQ, OR THROUGH OR FROM THE FITEQ EDUCATIONAL PLATFORMS, SERVICES OR CONTENT SHALL CREATE ANY WARRANTY OR OTHER OBLIGATION NOT EXPRESSLY STATED IN THESE TERMS (OR ANY SPECIFIC TERM), AND FITEQ DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED UPON SUCH MATERIALS BY ANY VISITOR TO THE FITEQ EDUCATIONAL PLATFORMS OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS SERVICES OR CONTENT.

10.5. FITEQ DECLINES AND ALL LIABILITY FOR DAMAGE INCURRED AS A RESULT OF THE USE OF THE FITEQ EDUCATIONAL PLATFORM, SERVICES, CONTENT AND FITEQ IP, FROM THE PRACTICAL IMPLEMENTATION OF THE INFORMATION AVAILABLE ON THE FITEQ EDUCATIONAL PLATFORM, OR FOR THIRD-PARTY CONTENT ACCESSIBLE VIA LINKS OR REDIRECTS ON THE FITEQ EDUCATIONAL PLATFORM.

10.6. THE PHYSICAL ACTIVITIES THAT MAY BE PRESENTED ON THE FITEQ EDUCATIONAL PLATFORM 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.

11. INDEMNIFICATION

11.1. You hereby agree to indemnify and hold FITEQ and the TEQBALL GROUP, their licensors, licensees, officers, agents and other partners, and employees, harmless from any and all liabilities, losses, damages, claims, penalties, fines, costs and expenses, including, and without limitation, reasonable legal fees, that may arise in connection with: (i) Your use of and access to the FITEQ Educational Platforms, Services or Content, FITEQ IP, including, and without limitation, any User Submission or Third-Party Content, as well as Your connection to the FITEQ Educational Platforms, Services or FITEQ Content; (ii) Your failure to comply with any provision of the Statutes and these Terms; or (iii) any claim by a third party that any of Your User Submissions or any other use of the FITEQ Educational Platforms, Services or Content by You infringes any intellectual property, other proprietary or privacy rights of such third party or has otherwise caused damage to a third party.

12. LIMITATION OF LIABILITY

12.1 You expressly acknowledge and agree that FITEQ and TEQBALL Group shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if they have been advised of the possibility of such damages) regardless of the form of action, whether in contract, tort, strict liability or otherwise, including, without limitation, in relation to: (i) the use of or the inability to use the FITEQ Educational Platforms, Services, Content or FITEQ IPs; (ii) the cost of the procurement of substitute goods and services incurred through any goods, data, information or services being purchased or obtained, messages received or transactions entered into through or from the FITEQ Educational Platforms, if any; (iii) unauthorized access to, or alteration of, Your transmissions of data; (iv) statements or the conduct of any third party on the FITEQ Educational Platforms, Services or Content; (v) the impact of the FITEQ Educational Platforms, Services or FITEQ Content and any of the FITEQ Educational Platforms, Services

or Content linked to them and any materials posted on them; or (vi) any other matter relating to the FITEQ Educational Platforms, Services or Content.

12.2 You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, the use of the FITEQ Educational Platforms, Services or FITEQ Content, must be filed within one (1) year of such claim or cause of action.

12.3. The above notwithstanding, as some states do not allow the exclusion or limitation of certain damages, some of the above disclaimers, exclusions or limitations may not apply to You. In such states, FITEQ's and TEQBALL Group's liability shall be limited to the greatest extent permitted by applicable law, and FITEQ's and TEQBALL Group's total liability in connection with Your access to and use of the FITEQ Educational Platform, Services, Content and FITEQ IP and any loss or damage resulting therefrom shall not exceed Euro 500.00. (EUR).

12.4. Nothing in these Terms shall affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud by FITEQ or TEQBALL Group or any other liability (e.g. for intent or gross negligence), which cannot be excluded or limited under applicable law.

13. GENERAL INFORMATION

13.1 In the event that the provisions of these Terms conflict with the provisions of third-party Terms and Conditions on the FITEQ Educational Platforms, the provisions of these Terms shall prevail.

13.2 Any failure by FITEQ to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.

13.3 If any provision of the Terms is found to be invalid, the parties nevertheless agree that the parties' intentions, as reflected in the provision, shall be given effect to the fullest extent practicable, and the other provisions of the Terms remain in full force and effect. The section titles in the Terms are for convenience only and have no legal or contractual effect.

13.4 You may not assign or transfer any of Your rights or obligations, or subcontract the performance of any of Your obligations, under these Terms. FITEQ may assign or transfer any right or obligation, or subcontract the performance of any of its obligations, under these Terms to any third party at any time without Your consent.

13.5 The Terms and the relationship between You and FITEQ shall be governed by the substantive laws of Hungary. All disputes in connection with these Terms are to be resolved by the courts of Hungary.

14. VIOLATIONS

14.1. Please report any violations of the Terms to FITEQ by sending us an email at info@fiteq.org.

Effective date: July 2022