



Membership Agreement

1.0 MEMBERSHIP RIGHTS AND OBLIGATIONS

- Generally.** Membership is a privilege at FC7Soccer. We have the right to refuse any living being membership with FC7Soccer for any reason. Once accepted, member (member's parent) agrees to pay the annual fees established for any Membership Class for each member from their family joining the FC7Soccer program(s) as a member, as may be amended from time to time in accordance with the FC7Soccer® Bylaws. Current Membership includes an Annual Dues, Monthly Tuition or Bi-monthly Tuition, and a Gear investment cost per player based on membership level. All members must abide by all legal notices listed under the FC7Soccer membership, including but not limited to this agreement, FC7Soccer Terms and Conditions agreement, the FC7Soccer Non-Disclosure Agreement, the FC7Soccer Bylaws, our Privacy Policy, and the FC7Soccer medical and behavioral health statements listed in any agreements and on our website (FC7Soccer.com). We have the right of refusal of membership for all medical or behavioral health conditions under any and all circumstances. We do not have the professional capacity to treat any child, parent, player, coach, for any medical or behavioral health condition. If any family member does not disclose to our leadership team that a player has a medical, mental, or behavioral condition prior to joining their membership can be terminated and will be terminated immediately.
- Compliance with Policies for logos, equipment, name, gear.** Member agrees to abide by, and shall have all applicable rights and obligations as set forth in, the Bylaws for FC7Soccer Intellectual Property usage, the Privacy Policy, and any and all additional policies and procedures adopted by FC7Soccer, as any of these may be amended from time to time in accordance, all of which are hereby incorporated by reference (the "FC7Soccer Ts&Cs").
- Suspension and Termination.** With and FC7Soccer shall have the right to suspend participation, or terminate the membership, of Member if it (i) fails to pay its fees on time, or (ii) violates any of the FC7Soccer Ts&Cs and fails to correct their actions immediately after any notice from FC7Soccer in writing or verbally by anyone from FC7Soccer management and staff, or (iii) substantially, flagrantly or repeatedly violates any of the FC7Soccer Ts&Cs. No refunds of Membership fees or other payments will be given if terminated.
- The typical action for a standard first infraction will be a warning but depending on severity can be suspension of up to 3 months with dues still owed for monthly membership while on suspension. The second infraction will be up to 6 months suspension plus paying monthly membership dues while player serves suspension to have the privilege to continue membership. The third infraction will be termination from FC7Soccer®. You may appeal, but at best will be 1-year suspension from the program for all 3rd infractions with discretion always being held by the leadership committee. If you choose to leave and NOT pay dues while on suspension, you may petition our Advisory Board for reinstatement no sooner than 24 months from the date of suspension on any suspension. You would also need to pay a reinstatement fee based on severity of suspension that is negotiable but at the discretion of the FC7Soccer® leadership team.
- According to the FC7Soccer® Bylaws, to be reinstated after termination, the member may petition FC7Soccer Management no less than 1-year to begin the process and it may take as much as 5 years to be reinstated by FC7Soccer -if ever. There is no time limit that FC7Soccer® or anyone associated with the organization, can be held accountable to for any and all reinstatement processes or for any reinstatement period. (iv) According to the FC7Soccer® Bylaws, when there is a suspension issued for any violation of FC7Soccer® Ts&Cs, the member is required to continue to pay their tuition to keep their membership status unblemished and intact. Refusal to do so means; FC7Soccer® may go after all tuition, dues, fees, owed by any member when there is a refusal to pay. Member will be held responsible for a 5% interest payment on owed fees, tuition, or other payments owed. Member will be responsible for the entire attorney fees used for all proceedings to recover payments owed to FC7Soccer®.
- If a member chooses the route of cessation of membership, there must be 30 days advanced notice of cessation, failure to do so may result in tuition owed by member and collected by FC7Soccer® under the same policies for suspension/termination until a 30 day cessation notice is issued by member and acknowledged received by FC7Soccer leadership team or termination of membership is issued by FC7Soccer, (vi) termination of membership by FC7Soccer is immediate and final. FC7Soccer® reserves the right to refuse service or membership to anyone for any reason, (vii) cessation of membership by a member to avoid suspension payments is a violation of FC7Soccer® Bylaws and will result in a 1-year mandatory loss of membership, the member would then have to petition FC7Soccer® management and Advisory Board for



reinstatement, no exceptions. Any reinstatement will result in a reinstatement fee that must be paid in full before a reinstated member can restart their membership and participate, NO EXCEPTIONS.

2.0 GENERAL

- Authority to Execute Agreement.** The person entering into this Agreement on behalf of Member hereby represents, warrants and covenants to FC7Soccer that (a) it has the authority to enter into this Agreement and to perform its obligations hereunder as a legal parent and/or guardian of the actual member; (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 online and/or delivered in writing, this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms and conditions.
- No Other Licenses.** By executing this Agreement, Member neither grants nor receives, by implication, estoppel, or otherwise, any rights under any copyright, patents or other intellectual property rights of FC7Soccer or any other licensed or written information passed on to a member by FC7Soccer.
- No Warranty.** FC7SOCCER AND MEMBER EACH ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE AGREED IN WRITING, ALL SERVICES AND INFORMATION PROVIDED TO OR BY FC7SOCCER UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITH NO WARRANTIES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND FC7SOCCER AND MEMBER EACH EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY FOR ALL SERVICES AND PRODUCTS, NONINFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO SUCH.
- Limitation of Liability.** IN NO EVENT WILL EITHER FC7SOCCER 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, OR WHERE REQUIRED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF FC7SOCCER TO MEMBER AND TO OTHER PARTIES, AND OF MEMBER TO FC7SOCCER, TO OTHER FC7SOCCER MEMBERS OR TO OTHER PARTIES, SHALL NOT EXCEED THE PAST 12 MONTHS' MEMBERSHIP FEES PAID BY THE MEMBER TO FC7SOCCER UNLESS THERE IS A HACKING VIOLATION PROVEN OR A MEMBER ALLOWS FOR ANOTHER CLUB TO OBTAIN A COPY OF FC&SOCCER INTELLECTUAL PROPERTIES..
- Governing Law.** This Agreement shall be construed and controlled by the laws of the Commonwealth of California (State of California) without reference to conflict of laws principles. 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 the County of Los Angeles, to whose jurisdiction each party hereby submits.
- Complete Agreement; No Waiver.** This Agreement, including all attachments and the NDA (Non-Disclosure Agreement), sets forth the entire understanding of FC7Soccer and Member and supersedes all prior agreements and understandings relating hereto, unless otherwise stated in this Agreement. The waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default.
- Amendment.** Member shall be given at least thirty (30) days prior notice of the effective date of an amendment to this Agreement on our website and via FC7Soccer Weekly update emails, including as a result of any changes to the FC7Soccer Bylaws or these FC7Soccer Ts&Cs, which is adopted in accordance with the Bylaws and that directly and materially affects any of the rights or obligations applicable to Member hereunder (each of the foregoing, an "Amendment"). If Member does not agree to any such Amendment to this Agreement that was approved in accordance with the Bylaws, then Member shall provide written notice to FC7Soccer of such disagreement prior to the end of the 30-day notice period. If the parties are not able to reach a mutually acceptable accommodation (for example, the parties agree to a phase-in of the Amendment, FC7Soccer determines whether or not to withdraw, suspend or modify the Amendment, or FC7Soccer may grant the Member a waiver or variance), this Agreement and Member's membership in FC7Soccer shall terminate automatically upon expiration of the 30-day notice period, unless Member elects to withdraw by written notice on an earlier date. Amendments shall be prospective only unless otherwise agreed to by the



Member and FC7Soccer. No termination or withdrawal pursuant to this paragraph will entitle Member to a refund of Membership dues or other fees, all of which are nonrefundable.

8. **No Rule of Strict Construction.** Regardless of which party may have drafted this Agreement, no rule of strict construction shall be applied against either party. If any provision of this Agreement is determined by a court to be unenforceable, the parties shall deem the provision to be modified to the extent necessary to allow it to be enforced to the extent permitted by law, or if it cannot be modified, the provision will be severed and deleted from this Agreement, and the remainder of this Agreement will continue in effect.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.
10. **Compliance with Laws.** Anything contained in this Agreement to the contrary notwithstanding, the obligations of FC7Soccer and Member shall be subject to all laws, present and future, of any government having jurisdiction over FC7Soccer and Member including, without limitation, all export and re-export laws and regulations. It is the intention of FC7Soccer and Member that this Agreement and all referenced documents shall comply with all applicable laws and regulations.
11. **Headings.** FC7Soccer and Member acknowledge that the headings to the sections hereof are for reference purposes only and shall not be used in the interpretation of this Agreement.
12. **Assignment.** Member may not assign its rights or obligations under this Agreement without the prior written consent of FC7Soccer or as otherwise 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 and all information regarding member.
13. **Force Majeure.** Neither FC7Soccer nor Member shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.
14. **Logos Likeness and Names.** You grant FC7Soccer and any affiliates the right to use your name and any family of member's likeness that attends a training, practice, game, or sanctioned event for any and all marketing purposes including on the FC7Soccer website and on all related marketing materials and social media, solely to indicate your membership in FC7Soccer or in a positive way to market the organization. As long as you remain a member in good standing, you may use FC7Soccer's name and logo with written permission by a management team member, in the format and with the notices provided or requested by FC7Soccer, solely to indicate your membership in FC7Soccer.
15. **Medical and Behavioral Health.** FC7Soccer may refuse any and all memberships for medical or behavioral health reasons since we do not have the capacity to treat and do not have the affordability for experts needed in cases of medical or behavioral/mental health conditions. We recuse anyone and everyone from any medical or behavioral health treatments for any persons involved with FC7Soccer in any capacity and expect any persons associated with medical or behavioral conditions to be properly treated by professionals and experts at their own and or their family's own professional discretion. FC7Soccer will not be held liable in any capacity for treatment or to treat beyond a reasonable level (i.e, band aids, ice pack, etc,) and expect the parent or guardian to be on hand and take responsibility for treatment right away. If "911" needs to be called and paramedics dispatched, the families of the victim(s) are fully responsible for treatments and payments for the services rendered. FC7Soccer cannot and will not be held liable or accountable in any capacity for any reason, nor will any single member working voluntarily or otherwise be held liable or accountable for any and all matters pertaining to any and all involvement with any part of any incident regarding any matter.