

## **General membership terms of UNAMG, Revision 1.0 of 15th of February 09**

### **§ 1 Area of Application**

The general membership terms of UNAMG regulate the relation between UNAMG as an organisation and its members which can be businessmen according to § 14 of the German civil code as well as organisations and private persons whose application form has been accepted in written. The below terms apply for all UNAMG memberships.

### **§ 2 Registration and admission**

By submitting an admission form, you file an engaging application for an UNAMG membership. The requirements of admission are:

- The candidate is somehow related to water sports
- The candidate fills in the admission form and signs the negotiated agreement which can be downloaded from the UNAMG Website.
- The candidate identifies with the aims of UNAMG.

The candidate is obliged to fill in the application form as well as the negotiated agreement completely and truly. He also accepts that his data will partly be published under the terms of the privacy statement. The UNAMG chairman decides on acceptance and refusals of applications at his own discretion. There is no right of admission. Any recourse to courts of law is excluded.

### **§ 3 Members' rights and duties**

All members obligate themselves to the adherence of the negotiated agreement. Should they become aware of conditions that infringe upon the agreement, they have to correct or at least improve that condition within an adequate period of time. The members are aware that they represent UNAMG. That way, inappropriate behaviour as well as acts that harm the reputation have to be avoided.

A membership permits the member to use the UNAMG seal as a proof of quality. It is explicitly allowed to use the membership as an advertisement. In addition to that, each member will be named on the UNAMG Website.

Every member is obliged to report abuse with regard to UNAMG and its seal so that adequate counter-measures can be taken.

### **§ 4 Costs / Fees**

An UNAMG membership is absolutely FREE OF CHARGE, and that is not supposed to change. If for some reason, any membership fees will be levied, all memberships will be dissolved automatically, and the former member has to apply again.

### **§ 5 Membership duration**

The duration of an UNAMG membership is not limited, but both parties (UNAMG as well as the member) have the right to cancel the membership without notice which must be stated in written. A cancellation does not require any reasons or justifications. At the time of a cancellation, all rights and duties as stated in § 3 expire.

### **§ 6 Liability**

All claims for damages towards UNAMG are excluded. We cannot be held responsible for any members' decisions which are based on statements by UNAMG.

### **§ 7 Indemnity**

The members explicitly state that UNAMG cannot be held responsible by third parties or third persons for the members' acts, decisions or information deficits. This indemnity term especially applies to competition law issues as well as to copyright, brand and privacy infringements.

### **§ 8 Final clause**

All members will be informed in written about modifications and additions to the general terms of membership, and they have the right to resign from the membership without notice. The agreement is construed in accordance with and subject to German law. Should any of the above clauses not be conformable with current law, all other clauses will remain nevertheless valid.

Gronau, 15th February 09