



Esports Academy Network

The Esports Training Network

General Terms and Conditions of Membership

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Amendment Log

This Amendment Log details the status of changes made to the General Terms and Conditions of Membership document. Any modifications to this document are recorded in the Amendment Log below. The policy may be fully revised and republished at the discretion of IES.

| Version | Date Published | Modification |
|---------|----------------|------------------|
| 1 | Ott 2024 | Original Version |

General Terms and Conditions of Membership in the Esports Academy Network (EAN)

These General Terms and Conditions (hereinafter referred to as the "Terms") outline the criteria, procedures, and rules governing membership in the Esports Academy Network (hereinafter referred to as "EAN"), an international network dedicated to education, certification, and cooperation within the esports sector. The EAN is organized and managed by Independent Electronic Sports Sàrl (hereinafter referred to as "IES"), a Swiss-registered company with its registered office at Roux & Associés SA, Espace des Remparts 10, CH-1950 Sion, Switzerland, and registration number CHE-447.330.228.

The EAN aims to provide a regulatory and developmental framework for the esports sector through the promotion of internationally recognized educational standards, facilitating collaboration among national entities, training companies, and sector partners.

By joining, the Member (hereinafter referred to as "Member" or "EAN Member") agrees fully and unconditionally to these Terms. The Member commits to comply with all stipulated rules and obligations and to actively participate in the network's activities. EAN membership grants specific rights and benefits outlined in the individual articles of this document, as well as additional responsibilities and duties based on the Member's category (National Esports Federations, Training Companies, Partners, etc.).

These Terms are binding and constitute a Contract between the Member and IES, defining the reciprocal rights and obligations between the Member and the EAN. This Contract takes effect upon formal acceptance of membership by the Member and remains in force until the termination of membership as specified in the termination clauses within this document.

The purpose of the EAN is to foster a collaborative network that enhances the quality of esports education worldwide by promoting knowledge exchange and resource-sharing among members and encouraging the development of international cooperation projects.

1. Definitions

- 1.1. EAN: Esports Academy Network, the international esports training network organized by Independent Electronic Sports (IES), offering training, certification, and collaborative services to its members.
- 1.2. IES: Independent Electronic Sports, the organizing and managing entity of the EAN network, coordinating training activities, international projects, and the issuance of esports training programs and certifications.
- 1.3. Member: Any entity, whether a National Esports Federation, a training company, a partner, or another organization, that joins the EAN network by agreeing to the Terms set forth in this Contract.
- 1.4. Contract: This Terms and Conditions document formally accepted by a Member upon joining the EAN. The Contract governs the rights and obligations of the parties involved, including network services and participation terms.
- 1.5. National Esports Federation: An organization officially recognized by sports or governmental bodies, responsible for promoting and regulating esports at the national level.
- 1.6. Training Company: A profit or non-profit organization providing esports training services, recognized by the EAN network for the quality and standards of its training programs.
- 1.7. Partner: An organization affiliated with the EAN network that actively collaborates to promote and develop esports training projects. Partners may include technology companies, sponsors, or other international entities associated with esports.
- 1.8. Training Certificate: An official document awarded upon completion of a training program within the EAN, recognized by all network members and beneficial for the career development of athletes, coaches, and other esports professionals.
- 1.9. International Cooperation Project: An initiative promoted by the EAN network to encourage skill exchange, resource sharing, and educational projects among members from different countries to improve global training standards.
- 1.10. Esports Training: An educational or skill development pathway for individuals seeking professional knowledge in esports as athletes, coaches, referees, or supporting roles in the esports sector.
- 1.11. Esports: Competitions in video games held professionally or at an amateur level, where players or teams compete nationally or internationally. Esports encompass a wide range of game genres (shooters, real-time strategy, sports simulations, MOBA, etc.) and require specific technical, strategic, and operational skills. Esports are governed by federations or publishers and organized by tournament operators. The

esports ecosystem includes athletes, coaches, game developers, event organizers, and training companies.

2. Purpose of the contract

- 2.1. This Contract governs the relationship between IES and the Member, establishing the conditions for joining the EAN Network and the rights and obligations regarding the utilization of the offered Services.
- 2.2. Membership in the EAN Network does not confer any legal autonomy to the Member with respect to IES and does not constitute a distinct legal entity.

3. Member roles and categories

Within the EAN, members are divided into three main categories: Esports Federations, Training Companies, and Partners.

- 3.1. Esports Federations: These can be further classified as:

- A) National Esports Federations: Recognized by the National Olympic Committee or the Ministry of Sport of their country.
- B) Esports Federations or Association Networks: Not officially recognized, but actively promoting esports.

Esports Federations are responsible for promoting EAN training programs in their country and are required to officially recognize the certifications issued by EAN courses.

- 3.2. Training Companies: Private entities or non-profit associations that provide training using programs developed by IES. These organizations manage training courses for profit or reinvestment and contribute to the professional growth of the esports sector.
- 3.3. Partners: Organizations not directly involved in training but supporting the EAN with financial resources, technology, official recognition, or other forms of collaboration. Partners include:
 - A) International Educational Partners: Institutions primarily focused on education and interested in the development/recognition of esports training.
 - B) Research and Certification Bodies: Specialists in advanced research and quality standards for esports training and competitions.
 - C) Sponsors and Technology Partners: Provide funding or technology for the Network.
 - D) Governmental or Intergovernmental Organizations: Support sector development through public policy or funding.

- E) Professional and Semi-Professional Esports Companies: Engaged in national and/or international esports competitions.

4. Membership requirements

4.1. Organizations must meet specific requirements to join the EAN Network, varying by member type:

- A) National Esports Federations
- Official recognition by the National Olympic Committee and/or Ministry of Sport.
 - Commitment to international cooperation and development of training projects.
- B) Esports Federations or Association Networks
- Promotion and coordination of local esports associations.
 - Commitment to international cooperation and development of training projects.
- C) Training Companies
- Business model oriented towards providing training services.
 - Adequate infrastructure, expertise, and staff for training.
 - Compliance with national laws, including child protection.
- D) Partners
- Nationally or internationally recognized entity.
 - Active support for esports training development.
 - Interest in developing opportunities for collaboration and support of the EAN network.

5. Services offered

5.1. National Esports Federations / Esports Federations

- A) Certificate Recognition: National recognition of training certificates issued by all EAN members for local companies that join the EAN network.
- B) National Collaboration: Promotion of esports training at the national level, supporting the development and growth of training companies specializing in esports.
- C) International Projects: Collaboration on international cooperation projects among EAN members, focusing on best practice sharing, technical training, and innovation.

- D) Event Support: Assistance (non-financial) in organizing local, regional, and international esports training events and competitions.

5.2. Training Companies

- A) Use of IES Training Programs: Access to training programs, manuals, and guides developed by Independent Electronic Sports (IES), tailored to the company's needs.
- B) Recognized Certificates: Issuance of training certificates recognized by all members of the EAN network (with the option for national standard integration).
- C) International Collaborations: Opportunities to develop international training projects in collaboration with esports federations, other members, and network partners.
- D) International Expansion: Support for establishing subsidiaries and training partners in other nations, fostering a global training network.

5.3. Partners

- A) Talent Selection: Priority access to talent scouting for athletes, coaches, and trainers through participant profiles from EAN courses, providing a direct recruitment channel.
- B) Custom Training Projects: Creation of specific projects to promote international esports training in collaboration with the EAN network, adapted to partner needs.
- C) Cooperation Programs: Establishment of cooperation programs with the EAN network to create synergies between partners and EAN members in training.
- D) Visibility and Branding: Branding opportunities through the EAN logo, associating the partner's brand with international esports training programs (optional).
- E) Event Support: Assistance in organizing training events, workshops, and conferences with partner support.

5.4. For All EAN Members:

- A) Use of the EAN Logo: Members are authorized to use the EAN logo in promotional materials related to esports training, enhancing their credibility within the industry.
- B) Access to Events and Conferences: Members receive priority access to conferences, training events, and workshops organized by EAN.
- C) Exchange of Best Practices: Members have the opportunity to join working groups and share best practices with other EAN members to improve training quality.

- D) Certification Support: Members benefit from assistance in certifying programs and training courses to ensure alignment with EAN's international standards.

6. Membership Fees

Membership fees are set by the IES administration and reviewed annually. EAN membership does not automatically renew; a separate membership request must be made for each term. Membership fees are determined based on Member category, and discounts may apply when membership is established through a recognized national partner. Specific fee structures are available upon request.

- 6.1. Payment of Annual Fees: Members are required to regularly pay the annual membership fees, as determined by EAN's internal regulations according to each Member type (e.g., National Esports Federation, Training Company, Partner). Fees must be paid within the specified deadlines to avoid temporary suspension or revocation of membership.
- 6.2. Compliance with IES Decisions: All Members must adhere to the decisions and directives issued by IES, the organization managing EAN, in regard to training projects, regulations, events, and international initiatives. Members are also expected to actively support the network's objectives by participating in official activities and following operational guidelines. Any dispute or disagreement related to an IES decision must be resolved through the internal conflict resolution procedures provided by the regulations.
- 6.3. Grant of Rights to Use the EAN Network Member Logo: Members grant EAN the right to use their company logo and other promotional materials on EAN's official communication channels, including the website, social media, and promotional materials (press releases, events, etc.). The use of the Member's logo will comply with the branding guidelines provided by the Member to ensure respectful representation of their corporate image. Members also commit to displaying the official EAN logo on their own communication channels (website, social media, and other promotional materials), signifying their support for the network's values and training objectives.
- 6.4. Transparent Communication: Members must maintain clear and timely communication with EAN and other network members, particularly regarding joint projects, event organization, and updates on training activities conducted by the Training Companies.
- 6.5. Fulfillment of Legal and Contractual Obligations: Each Member is responsible for complying with the legal and contractual regulations of their home country, especially concerning the management of training activities, issuance of certificates, and adherence to national and international esports

regulations. Members must ensure that their training programs and other proposed activities meet EAN's quality standards and adhere to applicable regulations.

7. Duration and Termination of the Contract

- 7.1. **Membership Duration:** Membership in the EAN Network lasts for one year, starting from January 1 and ending on December 31 each year. Memberships beginning on or after September 1 include the remaining months of the current year as well as the following annual term. At the end of the term, membership will automatically renew for additional one-year periods unless terminated by either party by written notice at least 30 days prior to the expiration date.
- 7.2. **Early Termination:** IES reserves the right to unilaterally terminate the contract at any time with immediate effect if the Member:
 - A) Violates these Terms or other regulations applicable to the EAN Network.
 - B) Fails to comply with decisions made by IES or EAN.
 - C) Damages the reputation of the EAN Network or acts against the interests of IES or other members.
- 7.3. **Consequences of Termination:** In the event of early contract termination, the Member will forfeit all rights associated with membership, including access to training programs and EAN services. Additionally, no refund of fees paid will be granted unless otherwise stipulated by IES.

8. Membership fee and payment terms

- 8.1. **Annual Fee:** The membership fee is communicated by EAN upon joining and indicated in the membership form. This fee covers access to the services and activities provided by the EAN Network for the entire membership period.
- 8.2. **Payment:** The fee must be paid within 30 days from the invoice issuance by IES. Failure to pay by the deadline may result in temporary or permanent suspension of the Member's participation in the Network.
- 8.3. **Discounts and Concessions:** Under certain conditions, such as affiliation through nationally recognized partners or participation in international cooperation programs, discounts or concessions on the annual fee may be granted at the discretion of IES.

9. Confidentiality and data protection

- 9.1. Confidentiality: All confidential, commercial, or personal information exchanged between IES and members must be treated as strictly confidential. Neither party may disclose such information to third parties without the written consent of the other, except where required by law.
- 9.2. Personal Data Protection: IES is committed to processing members' personal data in accordance with Swiss data protection law (FADP) and the EU General Data Protection Regulation (GDPR). Members have the right to access, rectify, or delete their personal data at any time by sending a written request to IES. Data collected is processed and protected as outlined in IES's Personal Data [Privacy Policy](#). In the event of legal disputes involving data, IES reserves the right to transfer the respective personal data to third parties (e.g., collection agencies, legal representatives, courts) in compliance with the law.

10. Intellectual property

- 10.1. Trademarks and Logos: All trademarks, logos, and trade names used within the EAN Network are the property of IES or their respective owners and may not be used by members without prior written consent.
- 10.2. Content and Educational Materials: Content, educational materials, and digital resources provided to members as part of training programs are protected by copyright and may only be used for educational purposes in accordance with these Terms. Reproduction, distribution, or modification of such content is prohibited without IES's express authorization.

11. Liability limitations

- 11.1. IES Liability: IES shall not be liable for any direct, indirect, incidental, or consequential damages incurred by members in connection with the use of EAN services, except in cases of willful misconduct or gross negligence.
- 11.2. Service Disclaimer: IES makes no guarantee that the training programs, services, and materials offered through the EAN Network are free from errors or interruptions, nor that they will fully meet members' specific needs.

12. Governing Law and Jurisdiction

- 12.1. Governing Law: These Terms are governed by Swiss law.

- 12.2. Dispute Resolution: In case of disputes arising from the interpretation or execution of these Terms, the parties agree to seek an amicable resolution. If no agreement is reached, the dispute will be submitted to the exclusive jurisdiction of the courts of Geneva, Switzerland.

13. Membership application procedure

- 13.1. Becoming a Member of the EAN requires the following steps:

- A) Membership Form Completion: The official membership form, available on the EAN website or upon email request, must be completed in full. Required information includes personal and corporate details, membership type (National Esports Federation, Training Company, Partner, etc.), and information about the legal representative or designated contact.
- B) Submission of Documentation: The completed form must be sent to the official network email address at membership@EsportsAcademyNetwork.com , along with any additional required documents, such as statutes, legal recognition certifications, or previous training certificates, depending on the Member category.
- C) Application Review: Upon receipt of the application, Independent Electronic Sports (IES), the organizer and manager of the EAN Network, will conduct a thorough evaluation of the submitted documentation. Consideration will be given to factors such as the applicant's experience in the esports sector, the quality and standards of the proposed training programs (if applicable), and compliance with EAN's objectives and values.
- D) Response Timeline: IES will respond within 30 days of receiving the application. If additional information or clarification is needed, the applicant will be contacted within the same period.
- E) Membership Approval: In case of a positive outcome, the new Member will receive official confirmation by email, along with instructions for membership fee payment if applicable. Membership will be considered complete and active only once payment has been made and confirmed.
- F) Membership Denial: In case of application denial, the applicant will receive a detailed communication outlining the reasons for the refusal. The applicant may reapply after addressing the identified issues.

14. Unsubscription procedure

14.1. EAN Members may request to unsubscribe from the network at any time, following these steps:

- A) Unsubscription Request: The formal unsubscription request must be sent by email to membership@EsportsAcademyNetwork.com , specifying the reasons for the decision and the date from which the Member wishes to end their participation. The request must be submitted by the registered legal representative or official contact with EAN.
- B) Confirmation and Timeline: Upon receiving the request, IES will acknowledge receipt within five business days. The unsubscription process will be completed within a maximum of ten business days from the confirmation date.
- C) Payment Obligations: Before unsubscription becomes effective, the Member must settle any outstanding membership fees or payments related to EAN membership. If amounts are owed, IES will provide a summary, which must be paid by the specified deadline.
- D) Effects of Unsubscription: Once unsubscription is complete, the Member will no longer have access to EAN services and benefits. Furthermore, the unsubscribed Member must cease using the EAN logo and any other materials associated with the network within 15 days of unsubscription confirmation.
- E) Re-application: A former Member may reapply for membership in the future but must follow the application procedure outlined in Section 13. Re-admission is subject to the same conditions and evaluations as for new applicants.

15. Final provisions

- 15.1. If any provision of these Terms is deemed invalid or unenforceable by a competent court, the validity of the remaining provisions shall not be affected.
- 15.2. The failure or delay by IES in exercising any right shall not be considered a waiver of such right.
- 15.3. IES reserves the right to amend these Terms, subject to prior notice to EAN network Members.

[END OF MEMBERSHIP TERMS]