**THE INTENTIONAL LIVING COLLECTIVE**

**MEMBERSHIP AGREEMENT**

By clicking on the “I Accept” button near the end of Membership application page for The Intentional Living Collective (TILC), you (“Member”) agree to bound by the terms of this Membership Agreement, as revised from time to time. You also agree to comply with the Terms of Use of Eos Community Connections Portal (the “Portal”), the TILC Code of Conduct described below and any other policies adopted by The Intentional Living Collective from time to time.

The Intentional Living Collective welcomes you as a Member! We look forward to having you as part of the growing family of TILC members who are together striving to change for the better the tone of public discourse in our country, as well as accessing support resources for a variety of member needs. This Membership Agreement includes the terms of your membership in TILC. When you click the “I Accept” button, you acknowledge that you have read (or have been given adequate opportunity to read) the terms of this Agreement and you agree to be bound by them in all respects.

1. **Becoming a Member**. The Memberships pages (links below) list the various types and levels of memberships available, the features associated with each, and the cost of (if any) of the Membership. To enroll as a Member, you must select the Type and Level of membership you wish to hold, complete the online enrollment form, and pay any applicable annual membership fee. You represent to TILC that all information you have provided or will provide in your membership registration, as updated from time to time, is accurate and applies to you personally (for Individual Members) or to the organization you represent (for Organizational Members).

At this time, [**TILC Individual Memberships**](https://eosportal.org/for-individuals/) are limited to residents of the United States and Canada who are at least 18 years of age. If you are younger than age 18 or you are not a resident of the United States or Canada, please do not register as a member.

[**TILC Organizational Memberships**](https://eosportal.org/for-organizations/) are also limited to companies that are legally registered in the United States or Canada. To register for an Organizational membership, a legally-authorized representative of the Organization must submit the Membership Application and accept the Membership Agreement, Portal Terms of Use, and Privacy Policy on behalf of the Organization. Once registered, the legally-authorized representative may allow different representatives of the organization to manage the Organization’s information and presence on the Portal but the representative remains responsible for anything posted on the Organization’s behalf and accept that TILC will enforce the terms of the Code of Conduct regardless of who in the Organization acted on its behalf.

Your TILC membership will automatically renew for successive one-year terms on the anniversary date of your initial membership registration. Any applicable renewal fee will be charged or debited in the same manner as you paid your initial membership fee. If your payment information has changed since the time of your last membership fee payment or any subsequent update that you made to your payment information, TILC Community Connections will contact you via email to request updated payment information. If you do not provide that updated payment information by the time your TILC Community Connections membership is due to renew, your membership may be terminated at any time after the scheduled renewal date.

1. **Membership Cancellations.** Members may cancel at any time by emailing us at contact@the-ilc.org. If canceling within 14 days of registration the Member will receive a full refund of the Membership fee they paid, and their Portal access level will immediately be returned to “non-Member” status. If canceling more than 14 days after registration, the Membership will be moved to “cancellation pending” status until the end of the original registration period and Member’s Portal access level will be returned to “non-Member” status immediately thereafter. The Intentional Living Collective may suspend or terminate a Membership as defined in the Code of Conduct (section 4) below or other good cause. In either case, the Membership will be cancelled immediately and no portion of the Member’s fee will be refunded. Except as provided in this Section, Membership fees are earned when paid and are not refundable.
2. **Privacy.** TILC and Intentional Legacies, LLC have adopted a strict policy that they will not sell TILC’s membership lists or any content provided by members in their profile pages, nor will they knowingly allow third parties to have access to any Member information. They are committed never to change that policy, and, in the event that ownership of TILC’s Community Connections Portal changes all members will be given the right to delete their personal information before ownership transfer of the Portal. By accepting this agreement Member accepts full responsibility for managing the access levels for all content they put into their profile page.
3. **TILC Community Code of Conduct**. By becoming a member of TILC, you agree to abide by all laws applicable to your membership and your use of the Portal, and also by the TILC Community Code of Conduct, which is defined below:
4. **Community values.** To help maintain a safe and welcoming environment, all members must agree to hold themselves and each other accountable for interacting with each other in ways that reflect the community's shared values listed below.
5. Community: We value all member voices and strive for productive and healthy collaborations between all.
6. Safe: We behave toward all members in ways that help them feel safe, in all situations.
7. Integrity: We let our actions reflect our values and strive to meet all commitments. If a commitment can’t be met we will correct our actions in a timely and effective manner.
8. Respectful: We treat all members with respect at all times and use language that reflects appreciation of their wisdom and perspective.
9. Fair: We are inclusive, fair, and equitable in all our transactions and interactions with all members.
10. Supportive and inspiring: We use words and actions with all members that encourage and uplift them on their individual and collective journeys, encouraging them to be their best, authentic selves.
11. Constructive: We address disagreements constructively, giving others the benefit of the doubt and attacking problems in collaborative ways rather than attacking the people.
12. Organic: We interact with all members in a way that allows things to unfold in the most natural way possible
13. **Accountability.** All members agree to follow the steps outlined below - in order - when they feel the need to hold another member accountable, until resolution is reached:
14. *Member to member direct messaging*. (Explanation: Any member that feels another's words or actions are out of alignment should send a politely-worded, in-system message directly to the responsible member, letting them know how their words/actions were perceived and suggesting a clear way to modify them appropriately.  Avoid public call-outs and involving others when possible, please.)
15. *Flag the offending interaction for review & action by a TILC member curator* (Explanation: If the above step is unsuccessful or doesn't get a response within 3 days, the offended member can use the Flag icon to indicate there's a potential issue with the post/response/message and that action will trigger a review by a member of the TILC member curator team.)
16. *Send an in-system message to the "TILC Member Curator Team"* (Explanation: If the above step is unsuccessful or doesn't get a response within 3 days, the offended member can send an in-system message to "TILC Member Curator Team" and request a review.  They should provide details about the issue including where to find it, what's already been done to address it, and what resolution they'd like to see for it.)
17. *When an issue is flagged or escalated, the Curator Team members’ actions may include some or all of the following:*
    1. Discussing the offending content with the offended member and deciding together that no further action is needed,
    2. Directly contacting the offending member and asking them to consider changing the offending post/response/message,
    3. Brokering a three-way discussion to negotiate and implement changes acceptable to both members,
    4. If steps a, b, and c aren't effective and if the Curator Team Member determines the content is out of alignment with the Community's values he or she may have the content taken down out of respect for everyone involved.
    5. If the offending Member has previously posted offensive material, the Curator Team Member will advise them they're at risk of having their posting privileges suspended - which will happen for at least 30 days after a third affirmed offense.
18. *Send an in-system message to "TILC Member Appeals Team"*(Explanation: If the above step is unsuccessful or isn't resolved by the TILC Member Curator Team within 7 days, the offended Member can send an in-system message to "TILC Member Appeals Team" requesting that they (re)consider the original request.  They should provide details about the issue including where to find it, what's already been done to address it, and what resolution they'd like to see for it.  The Appeals team will review the situation and take appropriate actions within 7 days, and decisions made by the TILC Member Appeals Team about code of conduct violations are considered final.
19. If a Member's content is determined to be out of alignment with the Community's shared values for a third time by the Curator Team or if the offending Member refuses to act in alignment with a decision made by the TILC Member Appeals Team then their membership may be revoked and their membership fee forfeited according to the terms of the Membership Agreement.
20. **Dispute Resolution**. Occasionally (and hopefully very rarely) differences of opinion between TILC members and management cannot be resolved through the Accountability process described above. If that happens, the Member agrees to submit that dispute to binding arbitration through the Judicial Arbitration and Mediation Service (JAMS) office in the Detroit, Michigan area, pursuant to the JAMS general rules of arbitration. There will be a single arbitrator. The arbitration hearing will be held within 45 days after either party submits the dispute to arbitration. The arbitration hearing will last no more than 1 day. Each party to the arbitration will have an equal opportunity to present witnesses and testimony during the arbitration hearing. The arbitrator will deliver a written arbitration award within 30 days after conclusion of the arbitration hearing. The arbitration award will be final and binding on the parties and may be enforced in any court having proper jurisdiction. Unless the arbitrator awards costs and attorney fees to one or more parties, the parties to any arbitration will pay the costs of arbitration in equal shares and each party will bear its own attorney fees incurred during the course of the arbitration.
21. **TILC Community Currency System.** TILC Community Connections is developing a Community Currency System (CCS) that will be available for use by members at a future time. The CCS will provide for the exchange by members of goods or services, of varying types. As part of the CCS TILC may develop an in-platform “Community Currency” that will facilitate those exchanges. The development of that currency may involve the disclosure by members of financial or other information that will be needed to facilitate such exchanges. The Member will be responsible for reporting and paying any income or other taxes that become due as a result of participating in TILC Community Collaborations transactions. TILC Community Connections will use commercially reasonable efforts consistent with its on-going web portal security standards, to safeguard members’ financial and other information, but cannot guarantee the security of that information, due to the risk of third parties gaining access to that information via system hacks or other means of unauthorized intrusion. The Member will hold TILC and its business partners harmless from any liability that results from unauthorized access to Member information of any sort. The Member is responsible for managing all information and content that the Member posts or otherwise provides to TILC Community Connections and the Portal.
22. **Title**. The Member retains ownership of all membership information and other content provided to TILC, including content posted on the Portal. The Member represents and warrants to TILC Community Connections that the Member owns or has the right to use and post all content that the Member uploads to the Portal and that such content is not false, misleading, defamatory, nor does (or will) such content infringe third party property rights. The Member may choose among a variety of privacy settings for all content posted to the Portal. The Member hereby grants to TILC a non-exclusive, world-wide, royalty-free, perpetual, irrevocable license to use Member-provided content in any manner chosen by TILC, including without limitation, advertising and promotional materials regarding TILC and the Portal, testimonials posted within the Portal and postings related to TILC and/or the Portal on third party websites. Any use of Member information or content will not identify the member by name, but may include the Member’s image, initials and general location.

TILC retains sole ownership or, as applicable, all of its rights as the licensee, of all information and content included in Portal that originates with TILC. All such content is protected by copyright and may not be used or modified by the Member. TILC hereby grants to the Member a non-exclusive, royalty-free limited license to use the Portal in the manner permitted by this Agreement and the Terms of Use for the Portal, as revised from time to time. That license will terminate when this Agreement terminates. The Member may not use the Portal or any content in the Portal for commercial purposes, nor may the Member copy or otherwise permit third parties to have access to the Portal, for any purpose.

1. **Removal of Content**. TILC reserves the absolute right to remove any content from the Portal at any time, regardless of who posted that content, for any reason that TILC in good faith determines to be reasonable. Reasons for removing content from the Portal include, without limitation:

* Illegal content;
* Obscene content;
* Content that violates the TILC Code of Conduct;
* Content that is inconsistent with the TILC core values, as posted on the Portal;
* Content that infringes third party rights;
* Content that includes advertising or that serves other commercial purposes.

1. **Duration; Termination**. This Membership Agreement has an indefinite term. The Member may terminate this Agreement at any time as described in Section 2 above. TILC may terminate this Agreement at any time, following a default by the Member in performing or adhering to the terms of this Agreement, or otherwise without cause. Membership fees and any other fees paid by the Member prior to the termination of this Agreement for any reason will not be refunded.
2. **Disclaimers**. All content on the Portal that is available to the Member, regardless of whether that content originates with TILC, the Member or another TILC member or any third party (such as a non-member user of the Portal) is available for viewing or other use by the Member on an As-Is basis. TILC does not check the accuracy of information provided by any member or third party and is not responsible for any inaccuracy or illegality of such information. TILC makes no representations, warranties or other commitments to the Member regarding the accuracy, truthfulness, security or value of any such content. TILC is not responsible for the content of third party websites that become linked to or accessible through the Portal. The Member uses all content on the Portal and otherwise available through TILC at the Member’s sole risk.
3. **Interruption of Service.** Access to the Portal may be interrupted or restricted at any time for reasons outside the control of TILC. Access to the Portal may be interrupted or restricted due to website maintenance, updates or improvements, which TILC will use commercially reasonable efforts to announce in advance and conduct during night time hours in North America. TILC does not guarantee that the Portal will be available on a 24/7/365 basis.
4. **Limitation of Liability**. In all events, neither TILC nor any of its business partners, nor the Member shall be liable to each other for any indirect, incidental, consequential, punitive or exemplary damages regardless of the theory of liability under which such damages arise and regardless of whether the possibility of such damages is known to any of the parties at the time this Agreement becomes effective. In all events, the maximum liability of TILC, any of its business partners and the Member to each other for any liability that may arise in connection with the performance or breach by any such person or entity of its obligations under this Agreement or under applicable law or the access to or use of the Portal by the Member or others will exceed the last annual membership fee paid by the Member. The terms of this paragraph are a material inducement to TILC to enter into this Agreement with the Member. Absent the applicability of those terms, TILC would cause the terms of this Membership Agreement to be materially different and, most likely, less generous to the Member.
5. **Amendments**. TILC and the Member may amend this Agreement at any time, by mutual agreement confirmed in writing. In addition, TILC may amend this Agreement, in its sole discretion, effective upon written notice to the Member. TILC will not increase any fees payable by the Member, including without limitation, annual membership renewal fees, except upon at least 30 days prior written notice to the Member. Any such written notice may be provided by email or by broadcast or other messaging sent through the Portal.
6. **Membership Not Transferrable**. The Member may not transfer, assign or otherwise convey the Member’s membership interest in TILC or allow third persons to access Member’s TILC account. The Member is responsible for all content posted through the Member’s TILC account and for all other uses made by the Member or any third person whom the Member allows to use the Member’s TILC account.

**General**. This Membership Agreement is governed by Michigan law, without giving effect to its conflicts of laws principles. This Membership Agreement is binding upon TILC and the Member as well as their respective heirs, legal representatives and successors. All notices regarding this Agreement shall be given in writing (email or messaging through the Portal will suffice), directed to the recipient at its last known address. If any provision in this Agreement is found by a court of law or an arbitrator to be invalid or unenforceable, that provision shall be revised to the smallest extent possible to make it enforceable. Any such invalidity or unenforceability shall have no effect on the other provisions of this Agreement. The decision by a party not to enforce a provision of this Agreement in a particular circumstance shall not constitute the permanent waiver of that party’s right to enforce that provision. Any party has the right to enforce the terms of this Agreement at any time. Any litigation regarding this Agreement that falls outside the scope of the arbitration clause set forth in Section 5 must be brought in the state or federal courts serving Washtenaw County, Michigan. The parties agree to the exclusive jurisdiction and venue of such courts over any such matter.

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