

TERMS OF USE

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THE TERMS OF YOUR USE FOR OUR WEBSITE

Welcome to our website. By using this site, you agree to comply with and be bound by the following terms and conditions of use. Please review these terms and conditions carefully. If you do not agree to these terms and conditions, you should not use this site.

1. AGREEMENT.

[Membership Direct], **_____**, and its affiliated entities (“us,” “we,” or “Company”), allows you to access and use the membershipdirect.org website, as well as any online features, services and/or programs available on the membershipdirect.org website (collectively, the “Website”) pursuant to the terms and conditions set forth in this agreement (“Terms” or this “Agreement”). We reserve the right at our sole discretion to amend these Terms at any time, such amended Terms will be made available on-line and are effective as soon as they are posted on the Website. Your access and use of the Website shall

constitute your unconditional acceptance of this Agreement, and agreement to be bound by, any such future changes thereto. If you do not agree to any of these Terms, you are not authorized to access or use the Website or any material on the Website.

Use of the Website and Service is void where prohibited. By using the Website and Services, you represent and warrant that (i) you are at least 18 years old or are otherwise legally able to enter into this Agreement in your jurisdiction and (ii) your use of the Website does not violate any applicable laws. In any case, you affirm that you are over the age of 13 years, as this Website is not intended for children under the age of 13 years that are unaccompanied by his or her parent or legal guardian.

2. PRIVACY POLICY; USE OF INFORMATION.

We are committed to respecting the privacy rights of our customers and visitors. A complete statement of our current Privacy Policy can be found at [\[link\]](#). Our Privacy Policy is expressly incorporated into this Agreement by this reference. We reserve the right, and you authorize us, to use and assign all information regarding site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

3. OUR OWNERSHIP OF CONTENT.

The content of this of this Website, including, without limitation text, documents, files, artwork, images, graphics, photographs, illustrations, logos, designs, sounds, audio, music, moving images, videos, user interfaces, visual interfaces, computer code, executable code, scripts, programs, applications, applets, design, and structure, and the selection, coordination, “look and feel” and arrangement of such content, trademarks, logos, service marks, or other material (collectively “Content”), is and shall continue to be property of the Company, its affiliates, licensors, vendors, agents or content providers. All Content is protected by copyright, patent, trademark, trade dress, moral rights or other intellectual property rights. Any copying, redistribution, use or publication by you of any such Content or any part of the Website is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any title, license, ownership rights, or other interest in any Content by or through your use of this Website.

All Content of this Website is: Copyright © [\[\]](#)-2019 [\[Membership Direct\]](#) and/or its affiliates, licensors, vendors, agents or content providers. All rights reserved.

All trademarks, service marks, and trade names on this Website are registered or unregistered designations of [\[Membership Direct\]](#). Other designations mentioned on this Website may be the trademarks, service marks, and trade names of their respective owners.

4. THIRD PARTY LINKS.

The Website may provide hyperlinks to other web sites maintained by third parties, or may provide third party content by framing or other methods. Any such links or content are provided for your convenience and information only. The content on any linked website is not under our control and we are not responsible or liable for the content of the linked websites, including any further links contained in a third party website. If you choose to access any of the third party websites lined to from our Website, you do so entirely at your own risk.

If a third party links to our Website, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases, we are not even aware that a third party has linked to our Website. A web site that links to our Website: (i) may link to, but not replicate, our Content; (ii) may not create a browser, border environment or frame our Content; (iii) may not imply that we are endorsing it or its products; (iv) may not misrepresent its relationship with us; (v) may not present false or misleading information about our products or services; and (vi) should not include content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

5. YOUR RIGHTS TO USE THE WEBSITE AND CONTENT.

5.1. LIMITED LICENSE.

Subject to your acceptance of this Agreement, and compliance with the Terms of this Agreement, you are granted a limited, non-transferrable, nonexclusive, and revocable license to (i) use and access this Website and view the Content on your electronic device and (ii) print portions of this Website and any associated Content on your printer, each for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works, or other use. Any other use, or any use for any other purpose, is prohibited unless otherwise provided for herein or expressly permitted in writing by us. Your use of this Website is at our discretion, and we may terminate your use of the Website at any time.

5.2. COMPLIANCE WITH LAWS.

You agree to comply with all applicable laws regarding your use of or access to the Website, you will only access the Website from jurisdictions where it is lawful for you to do so, and you may not use or export the Content or other materials in the Website in violation of U.S. export laws and regulations. You further agreed that information provided by you is truthful and accurate to the best of your knowledge.

5.3. PROHIBITED USES OF CONTENT.

We impose certain restrictions on your permissible use of the Content on this Website. Except as otherwise provided for herein or expressly permitted in writing by us, you may not and may not permit others to: (i) alter, modify, reconfigure, adapt, or create derivative works from the Content; (ii) extract, summarize, distribute or otherwise use the Content in any manner which competes with or substitutes our distribution of the Content; (iii) copy, distribute, transmit, display, perform, reproduce, publish, provide, transfer, or make available the Content to others; (iv) sell, rent, lease, license, sublicense, or assign the Content or use of the Content to others; or (v) reverse engineer, decompile, disassemble, or otherwise derive any software source code from the Content;

5.4. PROHIBITED ACCESS TO AND USE OF WEBSITE.

We also impose certain restrictions on your access and use of the Website. You may not and may not permit or assist others in violating or attempting to violate any security features of the Website, including, without limitation: (i) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (ii) attempting to probe, scan, or test the vulnerability of the Website, or any associated system or network, or to breach security or authentication measures without proper authorization; (iii) interfering or attempting to interfere with service to any user, host, or

network, including, without limitation, by means of submitting a virus to the Website, overloading, “flooding”, “spamming”, “mail bombing”, or “crashing”; (iv) using the Website to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (v) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Website; or (vi) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by us in providing the Website. Any violation of system or network security may subject you to civil and/or criminal liability.

6. USER ACCOUNTS.

For certain types of features available through the Website, we may require the use of authentication processes for your protection. This may include encryption technologies using a user identification name (“User ID”) and password (“Password”) that are provided or set during creation of a user account (“User Account”). At the time of setting up a User Account, you may be required to provide certain information, including your name, email address, mailing address, age, and/or other information. You agree to provide complete and accurate information during the creation or subsequent maintenance of a User Account.

While we use reasonable technical precautions to protect the privacy of your User ID, Password and User Account information, you are ultimately responsible for protecting your User ID, Password and User Account information from disclosure to third parties. You are required to take reasonable precautions to safeguard your User ID, Password, and User Account, including among other things by not allowing anyone else to use your User ID or Password.

You agree not to circumvent the use of required encryption technologies. You must never use anyone else’s User ID, Password, or User Account. You agree to never leave your electronic device unattended while using the Website and to always “Log Out” of your User Account when you are done using the Website. You also agree to immediately notify us of any actual or suspected unauthorized use of your User ID, Password and/or User Account, or any other breach of security. You are solely responsible for any activity that occurs with respect to your User Account. We shall not be liable for any loss that you incur as a result of someone else using your User ID, Password, or User Account either with or without your knowledge, and you may be held liable for any losses incurred by us, or our affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else’s use of your User ID, Password, or User Account.

While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, error, interception or interruption.

Certain types of features available through the Website may provide free or paid subscription based services that will require your agreement to additional terms and conditions. These terms and conditions will be provided to you upon creation of your User Account or your request to receive the additional services, any such terms and conditions are incorporated herein.

7. COPYRIGHT INFRINGEMENT.

We have in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Website. We have adopted a policy that provides for the immediate

suspension and/or termination of any Website user who is found to have infringed on our rights, the rights of a third party, or otherwise violated any intellectual property laws or regulations. Our policy is to investigate any allegations of copyright infringement brought to our attention.

If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want us to delete, edit, or disable the material in question, you must provide us with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to our designated agent at:

8. LAWFUL USE.

The Company makes no representation that the Website or the content or materials in the Website are appropriate or available for use in jurisdictions outside the United States. Access to the Website from jurisdictions where such access is illegal is prohibited. If you choose to access the Website from other jurisdictions, you do so on your own initiative and at your own risk, and are responsible for compliance with applicable local laws. The Company is not responsible for any violation of law resulting from your unlawful access to the Website.

9. DISCLAIMERS AND LIMITATION OF LIABILITY.

9.1. OPINIONS, ADVICE, AND STATEMENTS.

The Website, including but not limited to the Content, may contain facts, advice, opinions, views, statements, and recommendations of third party individuals and organizations. The Company does not represent, endorse, or guarantee the accuracy, currentness, or reliability of any facts, advice, opinion, view, statement, or recommendation, or other information displayed, uploaded or distributed through the Website, including but not limited to the Content, and shall not be responsible for any loss resulting from your reliance on such information, which is at your sole risk.

9.2. COVERAGE PRODUCTS.

Products, coverages, discounts, insurance terms, definitions and other descriptions are intended for informational purposes only. They do not in any way replace or modify the definitions and

information contained in your individual coverage contracts, policies and/or declaration pages, which are controlling. Such products, coverages, terms and discounts may vary by state. Exclusions may apply.

9.3. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE AND CONTENT IS AT YOUR SOLE RISK.

THE WEBSITE AND CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ANY WARRANTIES AS TO THE AVAILABILITY (INCLUDING BUT NOT LIMITED TO THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE) OF THE WEBSITE, OR ACCURACY OR COMPLETENESS OF ANY CONTENT WHICH IS PROVIDED ON OR ACCESSED FROM THE WEBSITE.

9.4. LIMITATION OF LIABILITY.

THE COMPANY’S LIABILITY TO YOU IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE COMPANY, OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR DAMAGES OR LOSS OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR LOST DATA), EVEN IF THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES ARE FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR CONTENT PROVIDED TO YOU BY COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

ANY LIABILITY OF THE COMPANY, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES, AGENTS OR CONTRACTORS, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF , OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER

CAUSE OF ACTION, CLAIMS OR DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, BUSINESS PROFITS, BUSINESS INTERRUPTION, BUSINESS INFORMATION, DATA LOSS OR CORRUPTION, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF OR RELATING TO THE USE OF OR THE INABILITY TO USE THE WEBSITE OR CONTENT, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID TO THE COMPANY BY YOU IN EXCHANGE FOR ACCESS TO THE COMPANY WEB SITE IN THE THREE MONTHS PRIOR TO THE CLAIMED INJURY OR DAMAGE.

YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE OR THE CONTENT THEREOF IS TO CEASE ALL OF YOUR USE OF THE SAME.

9.5. EXCLUSIONS.

You may have additional rights. Your jurisdiction may have certain laws (including but not limited to consumer protection laws) which do not allow for the exclusions or limitations as set forth herein. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you.

10. INDEMNITY.

You agree to defend, indemnify and hold the Company and its affiliates, subsidiaries, owners, directors, officers, employees and agents harmless from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by the Company, directly or indirectly, with respect to or arising out of: (i) your use of the Website or Content; (ii) your failure to comply with these Terms of this Agreement; (iii) your breach of your obligations under these Terms of this Agreement; (iv) your use of the rights granted hereunder, including without limitation any claims made by any third parties; and/or (v) your violation of any third party right, including without limitation any copyright, property, or privacy right.

11. CONTACT INFORMATION.

If you have any questions about these Terms, our practices related to the Website, or about the Content, please feel contact us at:

12. GOVERNING LAW; JURISDICTION.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the laws of the State of California to the rights and duties of the parties. The laws of the United States of America and the State of California shall govern in any and all disputes.

You hereby irrevocably consent and submit to the exclusive jurisdiction of the state or federal courts in [_____], California in all disputes arising out of or related to these this Agreement, or the use of the Website or Content. You agree that the Website shall be deemed a passive website and service that does not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than the jurisdiction covered by the preceding sentence.

13. ARBITRATION.

To the fullest extent not otherwise prohibited or required by law to be resolved in a different manner, by using the Website, you agree that any controversy between you and the Company involving the construction or application of any of the terms, covenants, or conditions of this Agreement shall be submitted to binding arbitration. The arbitration shall be conducted in [_____], California, and be in accordance with the rules established by the American Arbitration Association, and include limited discovery to be in accordance with and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The prevailing party shall be entitled to recover its reasonable costs and expenses of arbitration, including reasonable attorneys' fees. Nothing in this section or agreement shall limit or impair the Company from seeking and obtaining temporary and permanent injunctive relief to enforce the terms of this Agreement.

14. SEVERABILITY; WAIVER.

If, for whatever reason, a court of competent jurisdiction finds any term or condition in this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

15. MODIFICATIONS.

The Company may, in its sole discretion and without prior notice, (a) revise any Terms or this Agreement; (b) modify the Website and/or the Content; and (c) discontinue the Website and/or providing access to the Content at any time. The Company shall post any revision to these Terms or this Agreement to the Website, and the revision shall be effective immediately on such posting, unless stated otherwise. You agree to review these Terms and this Agreement and other online policies posted on the Website periodically to be aware of any revisions. You agree that, by continuing to use or access the Website, you agree to any such revision.

16. PROHIBITION ON ASSIGNMENT.

You may not assign this Agreement, in whole or in part, or delegate any of your responsibilities hereunder, or your User Account, User ID, or Password, to any third party without the advance written

consent of the Company, whom has no obligation to provide you with any such consent or respond to any request you may make for consent. Any attempted assignment or delegation by you without the Company's advance written consent shall be null and void, and shall immediately and automatically terminate your rights under this Agreement. The Company may, at any time and in its sole discretion, and without prior notice or the need to obtain consent from you, assign this Agreement, in whole or in part, or delegate any of responsibilities under this Agreement to any third party or entity.

17. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between you and the Company and governs the terms and conditions of your use of the Website and Content, and supersedes all prior agreements concerning the subject matter hereof. Notwithstanding, you may also be subject to additional terms and conditions, policies (including but not limited to any Privacy Policy), guidelines, or rules that may apply when you use or interact with the Website or use the Content.