



Membership Terms and Conditions

Membership Benefits and Dues:

- 1) Membership benefits and dues can be found at <https://humentum.org/community/membership-benefits/>

Data Protection & Privacy Policy:

- 1) Humentum's data protection and privacy policy can be found at <https://humentum.org/privacy-policies/data-protection-privacy-policy/>

Membership Obligations:

- 1) **Participate as an active member of Humentum's membership community.** This may include writing a blog, interview with Humentum for a podcast, present and lead a topic discussion at a convening event.
- 2) **Adhere to intellectual property guidelines** as defined below.
- 3) **Moving between membership levels.** Members can move up a membership level at any time during their membership. The change in the membership fee will be pro-rated to the end of the current term and invoiced at the time of the change. Downgrading Membership can only be carried out at renewal. Members wishing to downgrade their membership level must give 30 days' notice before their renewal date.

Terms of Use:

- 1) **Assignment and Benefits.** A member shall not, without the prior written consent of Humentum, assign, transfer, charge, create a trust in, or deal in

any other manner with all or any of its rights or obligations under the Agreement.

2) **Relationship Between the Parties.** Nothing herein shall create, be deemed to create or be construed as creating any partnership, employer employee, joint venture or agency relationship between the member and Humentum, or shall be deemed to render Humentum liable for any debts or obligations of the member that the member may have to any third party. Neither Humentum nor the member nor any of their employees or agents shall have the power of authority to bind or obligate any other party.

3) **Choice of Law.** The membership shall be construed and enforced for all purposes in accordance with the laws of the state of District of Columbia, without regard to the choice or conflicts of laws rules thereof. The parties expressly agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Convention on the Limitation Period in the International Sale of Goods shall apply to the Agreement.

4) **Limitation of Liability.** Except for affiliate's indemnification obligations set forth herein, neither party shall be liable to the other for indirect, special, incidental, consequential, punitive, or exemplary damages or loss of profits arising out of or in connection with this membership or any acts or omissions associated therewith, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the cause of such loss or damages or whether any other remedy provided herein fails.

5) **Trademark and Copyright.** The member acknowledges and agrees that, as between the parties, Humentum and its Partners owns all right, title, and interest in and to: their own individual marks; and (ii) all copyright, patent, trademark, service mark, trade secret, and other intellectual property or proprietary rights relating thereto. The member acknowledges and agrees that, except for the limited rights granted under this membership, nothing herein effects any transfer of any right, title or interest in or to the marks from Humentum and its Partners to the member or any third party. The member shall not remove any copyright notice, trademark notice, or other proprietary legend displayed on or in connection with Humentum and its Partner's marks. Members shall use best efforts to protect rights in and to the marks and shall cooperate with Humentum Learning Services in order to protect such rights. The member shall also promptly report any infringements or potential infringements of the marks of which it is aware.

6) Termination:

a) **Material Breach.** Without limiting any other rights or remedies that either party may have at law or in equity, either party may immediately terminate this membership if the other party materially breaches its obligations hereunder, and such breach (where capable of remedy) has not been materially cured within thirty (30) days of its receipt of written notice describing the breach in reasonable detail.

b) **Final Payment.** Within thirty (30) days after termination of the agreement by either party, the member shall pay all amounts due to Humentum.

7) **Intellectual Property.** Each party retains all rights, title, and interest in and to our respective trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property that the member shares with Humentum Membership pursuant to this agreement shall be deemed "Member Intellectual Property." The member grants Humentum a non-exclusive, non-commercial, non-transferable, and royalty free license to use the Member Intellectual Property in furtherance of the agreement. Humentum shall not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Member Intellectual Property.

8) **Force Majeure.** Neither party will be liable for any failure or delay in its performance under this subscription due to any cause beyond its reasonable control, including acts of war, acts of God, earthquakes, floods, weather conditions, embargoes, riots, pandemics, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental acts, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.