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Online Membership Agreement

This Online Membership Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of _____ by and between the following parties:

_____ ("Organization"), a limited liability company, organized under the laws of the state of Alabama, having its principal place of business at the following address:

_____
Website Address: _____
Email: _____

and

all current and future members of the Organization, specifically here the following member: _____ ("Member"), the current individual agreeing to the terms of this Agreement, having a residence at the following address:

_____
Email: _____

Organization and Member may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Organization is designed for the following purpose, elaborated on more fully below: an online community where like-minded individuals can gather and communicate;

WHEREAS, Member would like to join Organization and acknowledges and agrees to be

bound by the terms and conditions listed herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do agree as follows:

Article 1 - MEMBERSHIP:

This Agreement forms a legally binding agreement between Member and Organization and governs the Member's access and use of the Organization's website and any services thereon (collectively the "Membership Services"). Hereinafter "you" or any third-party pronouns will refer to Member.

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES AND BY SIGNING THIS AGREEMENT THROUGH PAPER OR ELECTRONIC MEANS, YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

Article 2 - MEMBERSHIP SERVICES:

The Membership Services specifically provided by Organization are as follows:

_____

Article 3 - DISCLAIMERS:

Organization hereby expressly disclaims any and all responsibility for the actions, interactions, conduct, communications or other relationships of any Members through the Membership Services or otherwise. Organization makes no warranties, representations, guarantees, or other promises or covenants with regard to any Member or their conduct.

Member hereby acknowledges and agrees that Organization is not responsible or liable in any way for Member's interactions with others and that Member's actions and

interactions are Member's sole and exclusive responsibility.

Article 4 - REGISTRATION:

Member may be asked to register to use the Membership Services. Member will choose a unique identifier and password. Member is responsible for ensuring the continued accuracy, security, and confidentiality of this information. Member may also be asked to provide billing information, which will be subject to the same requirements of accuracy, security, and confidentiality. Providing false or inaccurate information, or using the Membership Services further fraud or unlawful activity is grounds for immediate termination of this Agreement.

Article 5 - USE:

Member agrees not to use the Membership Services for any unlawful purpose or any purpose prohibited under this clause. Member agrees not to undertake any action which may damage the Organization in any way.

Member further agrees not to use the Organization or Membership Services:

a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;

b) To violate any intellectual property rights of the Organization or any third party;

c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

d) To perpetrate any fraud;

e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;

f) To publish or distribute any obscene or defamatory material;

g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;

h) To unlawfully gather information about others.

Article 6 - FEES:

Member agrees to pay Organization membership fees ("Fees") at the execution of this Agreement and as the Organization requires thereafter. Member will be shown the specific Fees applicable to the Membership Services at the time of execution and will pay such Fees through Organization's online payment system. Fees are payable as described therein.

Article 7 - RELEASE:

Member hereby releases Organization, as well as any of Organizations affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Member's dispute with any other Member.

Article 8 - TERMINATION:

This Membership Agreement shall continue until terminated by either Party. In order for Member to cancel, a written notice must be provided to Organization, the following amount of days before Member's following billing cycle: 2.

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party. This Agreement will also immediately terminate upon the death of the Member, the inability of the Member to pay the Fees required, the liquidation, dissolution or discontinuance of the Organization by the Organization in any manner, or the filing of any petition by or against the Organization under federal or state bankruptcy or insolvency laws.

Article 9 - LIMITED LICENSE:

Member acknowledges and agrees that the Organization's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organization or its affiliates, licensors, or suppliers.

Member acknowledges and agrees that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organization and its affiliates, licensors, and suppliers.

Member expressly agrees not to do anything inconsistent with Organization's ownership of all of the intellectual property discussed herein. Member further agrees that there are no rights, title, or interest in or to any Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organization or any third party.

For any Membership Services which enable Member to use any software, content, equipment or other physical or non physical materials owned or licensed by Organization, Organization grants Member a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Services, and any related software, content, equipment or other materials FOR PERSONAL, NON-COMMERCIAL USE ONLY.

Article 10 - RESTRICTIONS:

Member is prohibited from selling, reselling, or making commercial use of the Membership Services, unless Member has specifically an executed agreement with Organization that expressly allows for such activity.

Article 11 - THIRD-PARTY SERVICES:

Certain Memberships Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). Organization does not control any Third-Party Services. The organization makes no claim or representation regarding the third-party services and accepts no responsibility for the quality, content, nature, or reliability of Third-Party Services. There is no implied affiliation, endorsement, or adoption by the Organization of these Third-Party Services and Organization shall not be responsible for any content provided on or through these Third-Party Services.

Article 12 - MEMBER CONSENTS:

Member agrees and verifies that all of the information they have given the Organization and its representatives is accurate, up to date, and without the omission of any requested information. Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the

Organization harmless against all liability for any damages that may occur to Member or others because of Member's actions or inactions. Member agrees to notify the Organization Membership Group of any changes or upcoming changes concerning their personal information.

Article 13 - ASSUMPTION OF RISK:

Member agrees and understands that their participation in the Membership Services may involve risks. These risks may lead to tangible or intangible harm, and Member agrees that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, Member chooses, of their own will and volition, to continue participating in the Membership Services.

Article 14 - INDEMNIFICATION:

Member agrees to defend and indemnify Organization and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Member's use or misuse of the activities, Member's breach of this Agreement, or Member's conduct or actions. Member agrees that Organization shall be able to select its own legal counsel and may participate in its own defense, if so desired.

Article 15 - REPRESENTATION:

Member agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement.

Article 16 -

Article 17 -

Article 18 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 19 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 20 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing federal law as well as the law of Alabama. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organization will not be subject to arbitration and may, as an exception to this subpart, be litigated. The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

Article 21 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the following county: _____.

Article 22 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other, personal

delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this section.

Article 23 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

_____
Member Name

_____
Member Signature

_____
Organization Name

_____
Organization Representative Name

_____
Organization Representative Signature