

## INTERNATIONAL TECHNOLOGY LAW ASSOCIATION, INC.

### Individual Membership Agreement

This International Technology Law Association, Inc. (“ITechLaw”) membership agreement (this “**Agreement**”) sets forth the terms that govern your membership with ITechLaw and is effective once you click the “I Agree” or similar phrase (the “**Effective Date**”) upon which you (“**You**” or “**Member**”) hereby agree that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, this Agreement governs your membership with ITechLaw.

**[IF YOU DO NOT AGREE TO THIS AGREEMENT DO NOT CLICK THE “I AGREE” BUTTON]**

#### 1. TERMS

- a. Term. This Agreement will take effect upon the Effective Date and will remain in effect as long as you maintain an active membership with ITechLaw. ITechLaw memberships run annually from July 1 – June 30.
- b. Fees. The annual membership fee must be paid before membership benefits are granted. New members will pay pro-rated dues based on the month they join of the current year; their membership will be up for renewal on June 30 of the following year. ITechLaw may periodically and at its own discretion change the Fees. Membership dues are non-refundable, except as otherwise required by applicable law.
- c. ITechLaw reserves the right to update or modify the terms of this Agreement at any time, upon notice to You in writing to the last address provided, by email, by posting on our website, or by any other reasonable means in our sole discretion.
- d. Incorporation of Policies and Bylaws. You agree to comply with the ITechLaw [code of conduct](#), policies and [bylaws](#), as they may be amended from time to time. Failure to comply with any of the foregoing may result in termination of your membership.
- e. Effect of Termination. The provisions of Section 2 (*Contributions of Material*), Section 3 (*Obligations*), Section 5 (*No Warranty*), Section 6 (*Miscellaneous*), and any other provisions of this Agreement which by their nature are intended to survive termination of this Agreement, shall remain in full force and effect following the termination of this Agreement.

#### 2. CONTRIBUTIONS OF MATERIAL.

- a. You are not expected to provide any materials, content, information or ideas to ITechLaw as a member, but you may voluntarily do so, for example, but not limited to doing so at a Committee meeting, or for an ITechLaw Conference or in response to a request for submissions of ideas or public chat or forum. Further, if the Member voluntarily participates in any filmed or recorded session while attending an ITechLaw event, he or she also grants ITechLaw the right and permission to photograph, film, record and portray that Member’s name, voice, actions, and likeness. Your “**Contributions**” means any such past, present, and future materials, content, information and ideas submitted voluntarily by you in any manner to ITechLaw and records thereof made by or for ITechLaw, whether in written or in oral form, including but not limited to text, images, data, recordings, videos and any documentation or other matter whatsoever, and any such photograph, film, record and portrayal of your name, voice, actions and likeness while participating as set out above.

- b. You warrant that all Contributions that you submit to ITechLaw are and will be your original work or that you otherwise have and will have all necessary rights and permissions to make the Contributions available to ITechLaw and to grant ITechLaw the rights set out herein.
- c. ITechLaw may use, or license others to use, all Contributions, in any manner whatsoever, at any time, and in any and all media now known or hereafter invented, including but not limited to print, broadcasting, and online media.
- d. Accordingly, you hereby grant to ITechLaw a non-exclusive, worldwide, irrevocable, royalty free, perpetual, transferable license to use, reproduce, make available, communicate, publish, perform, adapt, edit, reformat, digitize, translate, display, prepare derivative works of, deal in any manner with, sublicense, distribute (internally and externally) and exploit in any other manner whatsoever in whole or in part any and all Contributions and copies and derivative works thereof.
- e. You hereby waive, release, and discharge ITechLaw, its officers, directors, employees, and agents from any and all liability, claims, demands, or causes of action arising out of or relating to the use, dissemination, or publication of Your Contributions, except to the extent such liability results from ITechLaw's gross negligence or willful misconduct.

**3. OBLIGATIONS.**

- a. Intellectual Property Rights. ITechLaw content and the trademarks, service marks and logos contained therein ("**Marks**") are owned by or licensed by ITechLaw and subject to copyright and other intellectual property rights under the United States and foreign laws and international conventions. You may not use, reproduce, or distribute ITechLaw content or Marks without the express written consent of ITechLaw.
- b. Access. Members may be granted access to certain proprietary ITechLaw materials. You acknowledge and agree that such materials are for your personal use as a Member and may not be distributed with non-Members or used contrary to the interests or purposes of ITechLaw.
- c. Except as expressly provided herein, nothing in this Agreement grants or confers any license or rights in any ITechLaw intellectual property, including any patents, copyrights, trademarks, or any other form of intellectual property.

**4. RELATIONSHIP OF THE PARTIES** No joint venture, partnership, employment, or agency relationship exists between ITechLaw and the Member as result of this Agreement.

**5. NO WARRANTY.** All information is provided "as is". Neither ITechLaw nor You make any warranties, express, implied or otherwise, regarding the accuracy, completeness, or performance of its information, except as stated expressly in this Agreement.

**6. MISCELLANEOUS.** This Agreement sets forth herein the entire agreement between ITechLaw and Member with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written between the parties. Failure to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver of that or any subsequent default or failure of performance. If any provision or any portion of this Agreement is construed to be illegal, invalid or unenforceable, such provision or portion thereof shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other provisions of this Agreement and the remaining portion of any provision that is construed to be illegal, invalid, or

unenforceable in part shall continue in full force and effect. This Agreement has been made in and will be construed and enforced solely in accordance with the laws of Delaware. All actions or claims related to or associated with this Agreement will be brought before the competent court of the State of Delaware. Member may not assign or otherwise transfer this Agreement or any membership rights without express written consent of ITechLaw.