

# Dynamic Professional Women's Network, Inc. Membership Agreement

You, on behalf of yourself and the business that you represent (hereafter, "you" and "your"), have applied for membership or renewal of membership with the Dynamic Women's Professional Network, Inc., an Illinois Corporation ("DPWN"). You understand and agree that your application for membership or renewal is subject to acceptance by DPWN. If accepted, you agree to the following terms and conditions in consideration of your membership:

**I. Membership Policies and Code of Ethics.** DPWN chapter membership is a relationship-based networking opportunity that will be as successful and productive as the efforts contributed by its members. Accordingly, all members are expected to comply with the following Policies and Code of Ethics, which Policies and Code of Ethics may be amended at any time and from time to time without notice to you:

- Referrals are critical to every member's success. You are encouraged to bring qualified internal and/or 3rd party referrals to every meeting. Qualified referrals are those which have complete contact information on them and that have been pre-arranged. You are discouraged from referring business to guests during your chapter meetings.
- You will be responsible for following up on all referrals you receive and you will communicate back to the referring member the outcome of that connection. You will provide services to the best of your professional ability and at the prices that have quoted.
- Bringing guests is vital to develop the growth of the chapter. You are encouraged to bring guests to each meeting. Guests can not attend more than 2 meetings of any chapter or visit more than two different DPWN chapters. This policy also applies to substitutes.
- You will RSVP promptly, arrive to the meetings on time and stay for the entire meeting.
- You will continually try to be a "giver" and not focus on what you want, but on what you can do for the other members in your chapter.
- You will focus on building trust and goodwill with all DPWN members and display a positive and supportive attitude about the DPWN organization. The making of any disparaging, inappropriate or unprofessional comments about other members, DPWN, or its leaders, in any form whatsoever may result in the immediate termination of your membership, removal of your information from the Website and exclusion from all DPWN meetings and events.

**II. Membership Terms.** You and DPWN agree as follows:

**A. Term and Termination.**

- (i) Upon receipt of full payment of membership dues, DPWN grants you a one year term membership beginning on the date of acceptance of your application. Your membership may be renewed for additional one-year terms subject to acceptance of your renewal application and payment in full of all dues.
- (ii) Your DPWN membership is personal to you, as an individual promoting your business, and may not be assigned or transferred to anyone.
- (iii) DPWN may terminate your membership at any time for failure to abide by terms of this Membership Agreement, for failure to pay any dues or fees when due, or for failure to abide by the Policies and Code of Ethics then in effect. You may terminate your membership at any time by submitting a written or verbal termination to your chapter leader. Upon termination, you will have all of your information removed from the Website within 10 days after receipt by DPWN of your written request to remove your information from DPWN's website (the "Website").
- (iv) You understand and agree that your annual membership dues are non-refundable and shall not be repayable to you in whole or in part for any reason whatsoever, including early termination by you or by DPWN.

**B. Publication and Distribution of Materials.**

- (i) You shall not post, publish or distribute, either (1) through the Website or (2) at any meeting, event or event sponsored, in whole or in part, by DPWN (a "DPWN Event"), any materials that are defamatory, offensive, threatening or libelous or that violate the law or the rights of others, including, without limitation, laws against copyright infringement, and rights of privacy and publicity.
- (ii) You understand and agree that DPWN has no obligation to review or monitor any materials posted, published or distributed by you or by any other member through the Website or at any meeting or DPWN Event; however, DPWN may delete or remove any of your information or any posting on the Website or prohibit you from distributing any of materials at any meeting or DPWN Event that DPWN deems inappropriate, in its sole and absolute discretion.
- (iii) You understand and agree that any information submitted by you to DPWN for publication through the Website or distributed by you or on your behalf at any meeting or DPWN Event, including, but not limited to, contact information, biographical information, and information related to your business, may be used by DPWN to promote the organization to its members and to third parties, including advertisers, and you hereby grant DPWN, and its successors and assigns, a world-wide royalty free irrevocable license to modify, reproduce, publicly display and distribute all such information, content or materials posted, published or distributed by you.
- (iv) Except as expressly set forth in this Membership Agreement or on any terms of use related to the Website, DPWN shall take reasonable action to keep confidential all information deemed by you as personal and not for distribution. Any information NOT deemed by you to be personal shall NOT be kept confidential. In any case, you understand and agree that DPWN may disclose information about you if DPWN has a good faith belief that DPWN is required to disclose by law or legal process, or to response to claims or to protect the rights, property or safety of others.
- (v) Any DPWN member information which you may receive from time to time, including, but not limited to, member contact information, is to be used strictly for generating referrals and not for any other benefit, such as soliciting DPWN members (e.g. by e-mail, newsletters, direct mail, etc.) without such member's prior approval.

**C. Meetings, Attendance and Promotion.**

- (i) Attendance is critical to the group. You are permitted three absences during each six month calendar term (i.e. January through June, and July through December). More than three absences will terminate your membership and open your category. You may request a leave of absence for a period of up to 8 weeks if circumstances make it impossible for you to operate your business as usual and/or attend meetings as scheduled. Approval of your request for leave is in the sole and absolute discretion of DPWN.
- (ii) You may belong to only one DPWN chapter at any given time and cannot attend any DPWN chapter meetings other than the one that you have been approved to join. If you wish to transfer to another chapter, you may request a Chapter transfer form from your chapter leader and submit your request for approval along with any applicable administrative fees. Approval of any request to transfer is in sole and absolute discretion of DPWN.
- (iii) You may occupy and promote only *one category* per each membership in the defined category currently listed as a DPWN business category (a "DPWN Category") within your assigned chapter. If your business provides goods or services within any other DPWN Category, you may not promote such goods or services through the Website or at any chapter meeting or DPWN Event. If you wish to change your DPWN Category, you must complete and sign a new membership application, submit it for approval along with your professional business card or materials and any applicable administrative fees. DPWN Categories may be changed at any time and from time to time in DPWN's sole discretion.
- (iv) You are prohibited from attempting to recruit other members and/or guests for the purpose of growing your business during any meeting or DPWN Event.

**III. Limitation of Liabilities; Hold Harmless; Disclaimer.** In consideration of your membership, your use of the Website, your participation in meetings and DPWN Events and for other good and valuable consideration, the receipt and sufficiency of which you acknowledge, you agree as follows:

- A. Release of Liability.** You hereby release, waive, discharge, indemnify, and covenant not to sue DPWN, its owners, affiliates, directors, officers, Advisory Body members, Advisory Council members, managers, agents, employees, chapter leaders, regional leaders, and its members (hereafter the "Released Parties") on behalf of you, your heirs, assigns, personal representatives and estate, and on behalf of your business, its owners, affiliates, directors, officers, managers, members, employees, agents and representatives (hereafter the "Releasing Parties") from any loss, damage, or injury, including death, that may be sustained any Releasing Party or any property belonging to any Releasing Party, whether or not caused by the negligence of any Released Party, arising out of or in connection with your membership, your affiliation with DPWN, your attendance at or travel to or from any meeting or DPWN Event or your use of the DPWN Website, including, but not limited to, losses or damages related to actions or inactions of any other member of DPWN. Further, you understand and agree that in NO event, including, without limitation, negligence, shall any Released Party be liable to any Releasing Party for any special, punitive, incidental, indirect, or consequential damages of any kind whatsoever. You further understand that DPWN may not maintain any insurance policy covering any loss or circumstance arising from or related to your membership in DPWN, your use of the Website, and/or your attendance at or participation in any meeting or DPWN Event. As such, you are aware that you should review your insurance portfolio to determine your coverage.
- B. Indemnification and Hold Harmless.** You agree to indemnify and hold harmless the Released Parties from any claim or demand, including court costs and reasonable attorney's fees, by any party due to or arising out of (1) any content or materials that you publish, post or distribute on the Website or at any DPWN Event, or (2) your use of the Website, or your attendance at any meeting or DPWN Event, or (3) your violation of any of the legal rights of others (e.g. violation of privacy rights, slander, libel and intellectual property rights) through your use of the Website, affiliation with DPWN or attendance at a meeting or DPWN Event, or (4) your violation of any of the Policies and Code of Ethics, or (5) your failure to abide by any other term or condition of membership or of this Membership Agreement.
- C. Warranties and Disclaimers:** You understand and agree that DPWN does not control, endorse or accept responsibility for any content, product or services offered by its members or any third parties at any meeting, DPWN Events and/or through its Website and DPWN makes no representation or warranties whatsoever about any member or third party content, products or services. Any dealings that you may have with any other member of DPWN or any third party (including any guest) arising out of or related to your DPWN membership are at your own risk.

**IV. General Terms.**

- A. Notices.** All notices shall be in writing and shall be sent (i) if to DPWN to 1879 N. Neltor Blvd. #316, West Chicago, IL 60185, and (ii) if to you, to your address provided by you in your application for membership. Notices shall be sent by personal delivery, by first-class mail (registered or certified) or by overnight courier and shall be considered delivered when delivered personally, deposited in the mail or delivered to the courier service.
- B. Entire Agreement.** This Membership Agreement constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings.
- C. Governing Law.** This Membership Agreement shall be governed and construed according to the laws of the State of Illinois (excluding its choice-of-law rules).