

Member Terms and Conditions

Last Updated: August 31, 2016

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CLICKING “I ACCEPT”.

Scope of Agreement

These terms, together with our [Terms of Use](#) and [Privacy Policy](#), comprise the “Agreement” between you, and iInnovate, LLC (“iInnovate”, “we” or “us”) governing your membership in the iInnovate network (“Membership”). Membership entitles you to the services and benefits listed on our current [Member Services page](#).

1. Application for Membership

All members of iInnovate (“Members”) are required to meet the minimum requirements set forth on www.iinnovatenetwork.com (the “Site”). All membership applications are subject to review and acceptance by iInnovate in its sole discretion. You represent and warrant that all information provided by you in your membership application is true and correct in all respects.

2. Membership

2.1 Membership Term and Renewals

Memberships are for each calendar year. Memberships that start during a calendar year will be run for the remainder of that calendar year and Membership fees will be prorated accordingly. Your Membership will automatically renew at the beginning of each new calendar year until you cancel your Membership or we no longer offer a membership option.

2.2 Notice of Automatic Renewal

You will receive an email approximately 60 days prior to January 1, notifying you that your current Memberships term is about to end and the amount of the next year’s Membership Fee. All notices regarding your Membership will be sent to the email address listed in your Membership profile.

2.3 Payment and Fees

Fees for the first year of your Membership consist of an Initiation Fee and Membership Fee, as stated on the Membership Application. If you become a Member during a calendar year, the Membership Fee will be prorated for the remainder of the calendar year. The Membership Fee for each subsequent year will be as stated in your annual renewal notice. Payment of the Initiation Fee and first year’s Membership Fee is due upon acceptance as a Member and assignment to a forum group, except that if you have elected to pay in two installments and

become a Member before July 1, the prorated portion of the first installment will be due upon acceptance and assignment to a forum group and the second installment will be due on or before July 1. Payment of the Membership Fee for each subsequent year is due on or before January 1 of that year and will automatically be invoiced using the contact information in your Membership profile, except that if you have elected to pay in two installments, the first installment will be due on or before January 1 and the second installment will be due on or before July 1. All fees are exclusive of any applicable sales, use or other similar tax, which will be payable by you.

2.4 Refunds

The Initiation Fee and Membership Fees are non-refundable, except as set forth in Section 2.5 below.

2.5 Membership Cancellation

You may cancel your Membership at any time upon written notice to iInnovate but no refunds of the Initiation Fee or Membership Fees will be given.

We may cancel your Membership at any time in our sole discretion upon written notice to you. If we did not cancel your Membership for your breach of this Agreement, we will provide you with a pro rata refund of the Membership Fee.

3. Posting and Providing Information

During forum group and individual sessions, and in interacting with us and the Site, you may have the ability to disclose, provide or post text, files, documents, attachments, suggestions, comments, ideas, feedback, notes, concepts, works, designs, or other information or materials (collectively, "User Content"). Please note that User Content will be seen and used by us, iLeaders and other Members, and we cannot guarantee that other users will not use or disclose the User Content. Therefore, if you have any information or materials that you would like to keep confidential and/or don't want others to use, or that is subject to third party rights that may be infringed by your sharing it, do not disclose, provide or post it. IINNOVATE IS NOT RESPONSIBLE FOR THE MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU DISCLOSE, PROVIDE OR POST.

When you disclose, provide or post User Content, you are granting, or representing that the owner of such User Content has granted, a worldwide, royalty-free, perpetual, irrevocable, sublicensable, transferable, fully paid up, non-exclusive right under all copyrights, trademarks, patents, trade secrets, and other intellectual property and proprietary rights to use, copy, reproduce, modify, transmit, distribute, perform, analyze, remove and display such User Content (in whole or in part) and incorporate such User Content in other works in any form, media or technology. Excluding certain information contained in your Member profile, and subject only to restrictions in our Privacy Policy, all User Content will be treated as non-confidential and non-proprietary, and may be used or disseminated by us (including iLeaders) or our affiliates or other Members for any purpose. You also acknowledge and agree that we are free to use any ideas,

concepts, know-how, feedback, or techniques that you provide for any purpose without any compensation to you.

4. Policies

We may from time-to-time provide you with rules, policies, procedures and codes of conduct governing Members. You agree to comply with all of these policies. You must also treat all personal information you receive from iLeaders, prospective iLeaders, other Members and prospective Members in accordance with the Privacy Policy.

5. iInnovate Content

All documents and other materials that we or an iLeader provide to you (whether electronically or otherwise) will be considered to be “iInnovate Content” in accordance with the Terms of Use.

6. Disclaimers

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IINNOVATE AND ITS AFFILIATES AND AGENTS DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING MEMBERSHIP AND INFORMATION AND MATERIALS PROVIDED BY US OR OUR AFFILIATES OR AGENTS. EXCEPT AS OTHERWISE AGREED IN WRITING, IINNOVATE AND ITS AFFILIATES AND AGENTS ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT OR OTHER CONTENT OR INFORMATION YOU RECEIVE.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL IINNOVATE OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNTS PAID BY YOU TO IINNOVATE DURING THE TWELVE MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIM, OR FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF IINNOVATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

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8. General

8.1 Indemnification

You agree you will indemnify and hold iInnovate, its affiliates, licensees, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the “Indemnified Parties”) harmless for any losses, claims, judgments, expenses, damages, or costs, including reasonable legal fees, resulting from (a) any breach of this Agreement by you, including, without limitation, any use of iInnovate Content other than as expressly authorized in this Agreement, or (b) any infringement or misappropriation of third party intellectual property or other rights by User Content. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use.

8.2 Non-Solicit

During the term of this Agreement and for one year after the termination of this Agreement, you will not directly or indirectly, for yourself or any third party, solicit or encourage (a) any employee of iInnovate or its affiliates to terminate employment with, or cease providing services to, iInnovate or its affiliates, or (b) any iLeader or Member to terminate their relationship with iInnovate.

8.3 Applicable Law

These terms will be governed by and construed in accordance with the laws of the State of Washington, and the federal laws of the United States of America, without giving effect to its conflict of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within King County, the State of Washington.

8.4 Assignment

We may assign our rights and obligations under this Agreement to an affiliate, to an entity that acquires all or substantially all of the assets of iInnovate, or to any affiliate or successor in a merger or acquisition involving iInnovate. You may not assign this Agreement without our prior written consent.

8.5 Force Majeure

iInnovate and its affiliates and agents will not be liable or deemed to be in default for any delay or failure in performance or interruption resulting directly or indirectly from any cause or circumstance beyond its or their reasonable control, including but not limited to failure of electronic equipment or internet, viruses, unauthorized access, theft, severe weather, earthquakes,

fire, flood or other natural disasters, strikes or other labor problems, wars, civil unrest, acts of terrorism or governmental restrictions.

8.6 Other

The Agreement constitutes the entire agreement between you and iInnovate governing your Membership. In the event of a conflict between these terms and the Terms of Use, these terms will control. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to these terms or your use of the Site must be filed within one year after it arose or be permanently barred.

8.7 Changes to these Terms

iInnovate may, in its discretion, modify or update these terms at any time. Any changes to these terms will be effective upon the publication of revised terms to the membership portal. If you use the Site or participate in any Member activities after we have published or notified you of the changes, you are agreeing to be bound by those changes. If you do not agree to be bound by those changes, you must notify us immediately and we will work with you to resolve the matter.

8.9 Questions

Please direct any questions regarding these terms to inquiry@iinnovatenetwork.com and put “Member Terms Inquiry” into the subject line of your email.