

MEMBERSHIP TERMS AND CONDITIONS

THIS MEMBERSHIP SHALL BE COVERED BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS WHICH SHALL CONSTITUTE THE ENTIRE AGREEMENT (THE "AGREEMENT") BETWEEN ELECTRONIC TRANSACTIONS ASSOCIATION ("ETA") AND MEMBER ORGANIZATION (Member).

Each Member, including its employees, officers and directors, agrees to abide by the terms and conditions of ETA membership ("Terms and Conditions"), as set forth below. ETA may change the Terms and Conditions at any time with or without notice and each Member's continued participation in the ETA shall be considered acceptance of such changes. Failure to comply with ETA Terms and Conditions may result in the suspension or termination of Member Organization's ETA membership, such suspension or termination to be determined in the sole and absolute discretion of the ETA. Additionally, ETA may pursue all available legal and equitable remedies. Membership is measured in months. The standard membership term is 12 months and will be billed on a calendar year (CY). ETA membership will automatically renew unless the member notifies the ETA in writing thirty (30) days ahead of the new calendar year.

1. **TERMS AND CONDITIONS.** No waiver by ETA of any default in payment by the Member shall be deemed a waiver of any subsequent default. Failure of ETA to object to provisions contained in any order or other communication from Member shall not be construed as a waiver of any right or remedy of ETA hereunder, nor an acceptance of any such provisions. By purchasing membership, the Member has fully read, understands, and accepts the terms of this Agreement, including the terms and conditions included herein.
2. **FEES AND PAYMENT.** Payments are to be made in U.S funds. Member shall pay ETA the amount set forth on the invoice consistent with the payment term provisions set forth above. All payments are due to ETA within sixty (60) days of the invoice date, unless otherwise specified in writing by ETA. Payments on undisputed amounts more than 60 days past due will accrue interest at the lesser of 1.5% per month, or the maximum rate permitted by applicable law. Member shall reimburse ETA for all reasonable costs and expenses of collection, including attorneys' fees. ETA may, at any time, suspend performance of any service should Member fail to timely pay any amount due on the invoice.
3. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without regard to its conflict of laws provisions. Any legal action or proceeding relating to this Agreement shall be instituted in any state or federal court in the District of Columbia, and the parties agree to submit to the jurisdiction of, and agree venue is proper in, the aforesaid courts in any such legal action or proceeding.
4. **COMPENSATION.** Unless stated otherwise in an agreement between ETA and Member, any amounts due will be billed in accordance with the agreed upon rates, subject to change upon mutually agreement by the parties only. Membership renewal will be based on the formula set by the ETA Board of Directors for dues and are subject to change. The ETA will provide notice of any adjustment in membership dues within sixty (60) days of renewal.
5. **TAXES.** All sales taxes or use taxes, whether now existing or hereinafter imposed or modified, or taxes or duties of any nature whatsoever which may be assessed, shall be paid by Member; in the event ETA is required to pay any such tax, the Member shall reimburse ETA therefore on demand, or in lieu of such payment, shall provide ETA at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customs authorities. Such taxes do not include the taxes ETA is responsible for in the ordinary course of business.
6. **NAME, ACRONYM, AND LOGO.** Member grants to ETA a limited, revocable, non-transferable license to use Member's name, acronym and logo in connection with the membership. Member shall have the right to approve all uses of said name and marks on request, but will not unreasonably withhold its approval. Member represents and warrants that it is either the author or owner of all rights to the name, acronym and logo, and that the content does not infringe the rights of others, and that Member has full power and authority to submit the content and to grant this

license to ETA. Member shall be granted a limited, revocable, non-transferable license to use an “ETA Member” logo in connection with the membership. The “ETA Member” logo license is rescinded automatically when the Member’s ETA Membership is cancelled or terminated.

7. **ENDORSEMENTS.** This Agreement or the existence of this Agreement shall in no way be construed as an understanding that ETA recommends or endorses Member or its services or products to any third party, other than the provision of benefits agreed upon herein related to ETA membership. Other than as agreed herein, Member shall not advertise its membership or collaborator status under this Agreement in any manner that could be construed as endorsement by ETA of its products or services. This Agreement in no way transfers any ownership of ETA’s names, trademarks or logos to Member. Except as explicitly permitted in this Agreement, Member shall not use any ETA name, trademark or logo without express written permission from ETA. Member acknowledges and agrees that any breach of this paragraph will result in substantial and serious harm to ETA, the extent of which cannot be reasonably or adequately compensated in damages in an action at law and may cause irreparable harm to ETA. Member, therefore, expressly agrees that ETA, in addition to any other rights or remedies which ETA may possess, shall be entitled to seek injunctive or other equitable relief to prevent a breach of this paragraph by Member.
8. **LEGAL ENFORCEMENT OF GENERAL CONDITIONS.** If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and enforced.
9. **INDEMNIFICATION.** Each Party agrees to indemnify, defend, and hold the other, and its directors, officers, employees, and applicable third parties (collectively “Indemnified Persons”) harmless from and against any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any Indemnified Person, arising out of, or related to ETA Membership.