

AHAA Membership Terms & Conditions

General

Asian Health Association of America website or mobile application (referred to herein as the "Site"). These Terms constitute a legal agreement between you ("Member," "you," or "your") and Asian Health Association of America ("we," "us," or "AHAA"). Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site, and your agreement to be bound by these Terms of Service. By using the Site, you agree to use the Site in accordance with these Terms of Service, our Privacy Policy, and any additional terms and conditions that may apply to specific sections of the Site or to products and services available on or through the Site. If you do not agree with these Terms, you may not access or use the Site.

We reserve the right to modify these Terms of Service at any time, in which case the revised Terms of Service will appear on the Site. Continued use of the Site after we post any such changes will constitute your acceptance of the Terms of Service, as modified.

License to use Website

Except where otherwise indicated, all materials contained in this Website are the copyrighted property of Asian Health Association of America ("AHAA"), its affiliated companies and/or third-party licensors. The AHAA logo, all other service marks, and the names of various products and services described within are service marks of AHAA or its affiliates.

Except as expressly provided herein, you shall not use any portion of this Website, or any other intellectual property of AHAA (including, but not limited to AHAA service marks), on any other website, in the source code of any other website, or in any other printed or electronic materials. Except as expressly provided herein, you shall not modify, publish, reproduce, republish, create derivative works, copy, upload, post, transmit, distribute, or otherwise use any of this Website's content or frame this Website within any other website without our prior written permission. Systematic retrieval of data or other content from this Website to create or compile, directly or indirectly, a collection, compilation, database or directory, without prior written permission from AHAA, is prohibited.

You must not: Republish material from this Website (including republication on another website); Sell, rent or sub-license material from this Website; Show any material from this Website in public; Reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose; Edit or otherwise modify any material on this Website; or redistribute material from this.

Acceptable use

You must not use this Website in any way that causes, or may cause, damage to this Website or impairment of the availability or accessibility of this Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Website without AHAA's express written consent.

You must not use this Website to transmit or send unsolicited commercial communications. You must not use this Website for any purposes related to marketing without AHAA's express written consent.

Restricted access

Access to certain areas of this Website is restricted. AHAA reserves the right to restrict access to certain areas of this Website, or indeed this entire Website, at AHAA's discretion. If AHAA provides you with a user ID and password to enable you to access restricted areas of this Website or other content or services, you must ensure that the user ID and password are kept confidential. In this event, AHAA may disable your user ID and password in AHAA's sole discretion without notice or explanation.

User content in these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this Website, for whatever purpose.

You grant AHAA a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant AHAA the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or AHAA or a third party (in each case under any applicable law). You must not submit any user content to this Website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint. AHAA reserves the right to edit or remove any material submitted to this Website, or stored on AHAA's servers, or hosted or published upon this Website.

Membership Eligibility

As a Asian Health Association of America (collectively, "AHAA") member (each, a "Member" or collectively, "Members"), you are subject to these Membership Terms and Conditions, the Website Terms and Conditions, found here, and any other terms, conditions, or agreements governing your use of AHAA products or services, as applicable, all of which are incorporated herein by reference. In the event of a conflict between the Membership Terms and Conditions on the one hand and any other terms, conditions, or agreements on the other hand, the Membership Terms and Conditions shall govern solely regarding the transactions contemplated herein.

We may amend these Membership Terms and Conditions from time to time, by posting the amended Membership Terms and Conditions on this page. We may also post a prominent notice of material

changes to these Membership Terms and Conditions on the home page of the AHAA website. Any changes to these Membership Terms and Conditions will be effective immediately for new Members; otherwise these changes will be effective upon thirty (30) calendar days following our posting of a notice on our Site. Accordingly, you should check this page regularly for any updates to these Membership Terms and Conditions. Continued possession or use of your Membership following notice of such changes shall indicate your acknowledgment of, and agreement to be bound by, such changes. Except as provided in this Section, no amendment to these Membership Terms and Conditions will be valid.

- A. To become a member of AHAA (hereinafter referred to as 'the Organization'), you must meet the following eligibility criteria: a. You must provide accurate and complete information during the membership registration process, including your legal name, email address, and any other requested details. b. You must agree to comply with these Membership Terms and any other applicable terms and conditions set forth by the Organization.
- B. By applying for membership, you acknowledge and agree that: a. The Organization reserves the right to verify the accuracy and validity of the information you provide during the registration process. This may include requesting additional documentation or proof of identity, such as a government-issued ID or other supporting documents. b. The Organization reserves the right to reject or terminate your membership if any provided information is found to be false, inaccurate, or misleading. c. The Organization reserves the right to use the information you provide for the purposes of membership administration, communication, and compliance with legal requirements. d. The Organization may communicate with you via the provided email address or other contact information for membership-related purposes, such as sending updates, newsletters, event notifications, or other relevant information.
- C. Membership Cancellation or Modification: a. The Organization reserves the right to cancel, modify, or revoke your membership at any time and for any reason, including but not limited to: i. Violation of these Membership Terms or any other applicable terms and conditions. ii. Non-compliance with the Organization's policies, guidelines, or code of conduct. iii. Providing false, inaccurate, or misleading information during the registration process or at any other time. iv. Engaging in conduct that is deemed harmful, disruptive, or detrimental to the Organization, its members, or its mission. b. In the event of membership cancellation or modification, the Organization may provide notice via email or other means of communication available to the Organization. The Organization shall not be liable for any losses or damages incurred as a result of membership cancellation or modification.

Please review these Membership Eligibility terms carefully. By applying for membership, you indicate your understanding and agreement to comply with these terms. The Organization reserves the right to modify these terms at any time, and any such modifications will be effective upon posting on the Organization's website or through other communication channels.

Member Benefits

To be eligible for the following benefit, you must be an active member of AHAA and must sign up to activate each benefit via emails confirmation. Please note that the availability and extent of these benefits may vary based on your membership level and any specific limitations outlined in your membership agreement. All benefits may be subject to change. AHAA will provide updates and

notifications regarding any modifications or adjustments to this benefit. AHAA's benefits are provided for informational purposes only and should not be considered a substitute for professional medical or legal advice. AHAA does not guarantee any specific outcomes with regard to insurance claims or appeals. We are committed to providing high-quality assistance and support in line with our vision and mission.

A. Healthcare related assistance

1. Healthcare support: a. In the event of a healthcare issue, AHAA provides access to a dedicated helpline, staffed by healthcare professionals who can offer assistance and guidance. b. Our trained professionals will help assess the situation, provide essential information, and guide you through the necessary steps to ensure prompt and appropriate healthcare attention.
2. Health Insurance Consultation: a. The AHAA recognizes the challenges individuals may face when dealing with health insurance matters. We offer personalized consultations to help you understand your health insurance policy, coverage options, and rights as a policyholder. b. Our experts can assist you in navigating the complexities of health insurance plans, including explanations of benefits, claim procedures, and coverage limitations.
3. Assistance with Health Insurance Claims: a. Submitting and managing insurance claims can often be a daunting task. AHAA is here to lend a helping hand by offering guidance and support throughout the claims process. b. Our team can assist you in gathering the necessary documentation, completing claim forms accurately, and liaising with your health insurance company to facilitate a smooth claims experience.
4. Healthcare law Support: The AHAA collaborates with lawyers and legal professionals who have expertise in healthcare law. We might provide healthcare law support involves providing legal information, advocating for policy changes, offering education and resources, facilitating legal aid referrals, conducting research, and collaborating with legal professionals to ensure individuals and healthcare providers have the necessary legal support in navigating healthcare laws and regulations.
5. Mental Health Support: The AHAA collaborates with mental health professionals and organizations in the community to expand the range of mental health services. Including mental health screening, counseling and therapy, etc. And make sure we adhere to ethical guidelines, ensure confidentiality, and prioritize the well-being of its members when delivering mental health services.
6. Disclaimer: AHAA's Healthcare-related assistance is provided for informational purposes only and should not be considered a substitute for professional medical or legal advice. AHAA does not guarantee any specific outcomes with regard to insurance claims or appeals.

B. Health book

1. Access to Basic Information on Seeking Appropriate Care: a. AHAA understands that finding appropriate healthcare services can be overwhelming, especially for those new to the U.S. Our digital health book provides essential information on how to locate and access quality healthcare providers in your local area. b. We offer guidance on understanding the U.S.

healthcare system, including an overview of primary care physicians, specialists, hospitals, and urgent care facilities. This information can help you make informed decisions when seeking medical care.

2. Disease-Specific Information: a. AHAA recognizes the importance of disease awareness and education. Our digital health book includes resources that provide information on various diseases and medical conditions prevalent within the Asian community. b. We aim to empower our members by equipping them with knowledge about symptoms, risk factors, prevention strategies, and available treatment options. By promoting disease awareness, we strive to improve health outcomes and enable informed decision-making.
3. Guidance on Utilizing Health Insurance in the U.S.: a. Understanding how to effectively utilize your health insurance coverage is vital in accessing appropriate care. AHAA's digital health book includes user-friendly materials that explain the fundamentals of health insurance in the U.S. b. We provide guidance on navigating health insurance plans, understanding key terms and concepts, and maximizing the benefits offered by your policy. This information can help you make informed choices when it comes to healthcare utilization and financial planning.

C. \$50 Uber/Uber Eats Gift Card for Purchasing Student Medcover Health Insurance

AHAA is excited to offer an exclusive incentive to our members. For a limited time, if you purchase a 2023–2024 policy year Student Medcover health insurance plan before June 30, 2023, AHAA will provide you with a \$50 Uber/Uber Eats gift card as a token of insurance subsidy. We understand the importance of accessible and affordable healthcare coverage, particularly for students. By partnering with Student Medcover, we aim to support our members in securing the insurance they need while providing an additional benefit to enhance their overall well-being. This gift card can be used for convenient transportation or food delivery services, providing added convenience and value to our members.

1. Eligibility: a. To be eligible for this benefit, you must be an active member of AHAA. b. You must purchase a 2023-2024 policy year Student Medcover health insurance plan within the specified period, before June 30, 2023.
2. \$50 Uber/Uber Eats Gift Card: After purchasing an eligible Student Medcover health insurance plan, you can sign up for this benefit. Upon signing up, AHAA will grant you a \$50 Uber/Uber Eats gift card through email. This gift card can be utilized for Uber rides or food delivery through the Uber Eats platform, providing you with convenience and flexibility. It is important to note that this benefit will not be automatically sent without completing the sign-up process.
3. Redemption Process: a. After your purchase of the Student Medcover health insurance plan is confirmed, AHAA will contact you with details on how to redeem your \$50 Uber/Uber Eats gift card. b. Redemption instructions will be provided via email or through your AHAA membership account.
4. Terms and Conditions: a. The \$50 Uber/Uber Eats gift card is non-transferable and can only be used by the AHAA member who purchased the qualifying Student Medcover health insurance plan. b. The gift card is subject to the terms and conditions set by Uber and Uber

Eats. c. AHAA reserves the right to modify or discontinue this benefit at any time without prior notice.

5. Please note that AHAA's role in this benefit is limited to providing the gift card incentive, and all matters related to the Student Medicover health insurance plan are handled directly by Student Medicover. For any questions or inquiries about the insurance plan itself, please refer to the Student Medicover website or contact their customer service.

D. Regular Online/In-Person Information Sessions on Healthcare-Related Issues

1. Educational Sessions: a. AHAA hosts regular online and in-person educational sessions that cover a wide range of healthcare-related issues. b. These sessions feature expert speakers, healthcare professionals, and industry specialists who provide in-depth insights and share their knowledge on various topics of relevance to our members. c. Our information sessions address a diverse range of healthcare-related subjects, including but not limited to: i. Disease prevention and management ii. Mental health and well-being iii. Healthcare access and equity iv. Health insurance literacy v. Healthy lifestyle choices vi. Cultural competency in healthcare vii. Medical advancements and research updates viii. Community health initiatives.
2. Online Accessibility: a. Many of our information sessions are conducted online, ensuring easy accessibility for all members, regardless of their geographic location. b. Online sessions typically utilize web conferencing platforms that allow you to participate remotely, providing the convenience of attending from the comfort of your own home or office.
3. In-Person Engagement: a. AHAA also organizes in-person information sessions, workshops, and seminars in select locations. b. These sessions offer the opportunity to engage directly with speakers and fellow members, fostering an interactive and collaborative learning environment.
4. Notification and Schedule: a. AHAA will provide timely notifications and updates on upcoming information sessions through our website, email newsletters, and other communication channels. b. Members will receive a schedule detailing the topics, dates, and registration information for each session.

E. Volunteer Opportunities on Healthcare-Related Issues

1. Volunteer Opportunities: a. AHAA provides members with various volunteer opportunities centered around healthcare-related issues. b. These opportunities may include participating in community health fairs, organizing health education workshops, supporting health screenings, or engaging in other initiatives that promote health and well-being. c. Volunteering with AHAA allows you to connect and network with like-minded individuals who share a passion for improving healthcare outcomes. Through collaboration and teamwork, you can build relationships with professionals and fellow members, fostering a sense of community and support within AHAA.
2. Flexibility and Accessibility: a. AHAA strives to offer a range of volunteer opportunities that cater to diverse interests, schedules, and locations. b. Whether you prefer to contribute

locally to your community or participate in national initiatives, we aim to provide options that accommodate various preferences and availability.

3. Recognition and Appreciation: a. AHAA values and acknowledges the dedication and efforts of our volunteer members. b. We provide recognition for your contributions, which may include certificates, letters of appreciation, or other forms of acknowledgment.

Platinum Member Benefits

To be eligible for the following benefit, you must be an active platinum member of AHAA and must sign up to activate each benefit via emails confirmation. To qualify as an annual platinum member, a payment of a \$10 membership fee is required, please note that the cancellation of the membership at any time during the year does not entitle you to a refund of the membership fee. The availability and extent of these benefits may vary based on your membership level and any specific limitations outlined in your membership agreement. All benefits may be subject to change. AHAA will provide updates and notifications regarding any modifications or adjustments to this benefit. AHAA's benefits are provided for informational purposes only and should not be considered a substitute for professional medical or legal advice. AHAA does not guarantee any specific outcomes with regard to insurance claims or appeals. We are committed to providing high-quality assistance and support in line with our vision and mission.

- A. \$5 CVS Health Stipend per Month:
 1. Monthly Stipend: a. As an AHAA platinum member, you will receive a \$5 CVS Health stipend per month. b. This stipend is designed to help offset the cost of eligible healthcare products and services at CVS Pharmacy locations.
 2. Eligible Expenses: The gift card can be utilized to buy a wide range of items available at CVS stores, including but not limited to: Over-the-counter medications, Personal care products, Health and wellness products, Household and convenience items. Please note that the specific usage and availability of items may vary based on individual store locations.
 3. Stipend Distribution: a. The \$5 stipend will be distributed on a monthly basis in the form of a physical voucher or physical card that can be redeemed at CVS Pharmacy. b. AHAA may provide instructions on how to access and utilize the stipend by email.
 4. Use Conditions: a. The \$5 CVS Health stipend is non-transferable and can only be used by the AHAA member who is eligible for the benefit. b. The stipend may have certain restrictions and limitations as determined by CVS Health and in compliance with applicable laws and regulations. c. AHAA and CVS Health reserve the right to modify or discontinue this benefit at any time without prior notice.
 5. CVS Pharmacy Network: a. The stipend can be redeemed at participating CVS Pharmacy locations. b. CVS Pharmacy locations are widely available across the United States, offering convenient access to a range of healthcare products and services.
 6. If you decide to cancel your platinum membership at any point during the year, the provision of the \$5 CVS gift card will cease starting from the beginning of the following month.

B. \$50 Uber/Uber Eats Gift Card for Purchasing Student Medcover Health Insurance

AHAA is excited to offer an exclusive incentive to our platinum members. For a limited time, if you purchase a 2023–2024 policy year Student Medcover health insurance plan before Dec 31, 2023, AHAA will provide you with a \$50 Uber/ Uber Eats gift card as a token of insurance subsidy. We understand the importance of accessible and affordable healthcare coverage, particularly for students. By partnering with Student Medcover, we aim to support our members in securing the insurance they need while providing an additional benefit to enhance their overall well-being. This gift card can be used for convenient transportation or food delivery services, providing added convenience and value to our members.

1. Eligibility: a. To be eligible for this benefit, you must be an active platinum member of AHAA. b. You must purchase a 2023-2024 policy year Student Medcover health insurance plan within the specified period, before Dec 31, 2023.
2. \$50 Uber/Uber Eats Gift Card: After purchasing an eligible Student Medcover health insurance plan, you can sign up for this benefit. Upon signing up, AHAA will grant you a \$50 Uber/Uber Eats gift card through email. This gift card can be utilized for Uber rides or food delivery through the Uber Eats platform, providing you with convenience and flexibility. It is important to note that this benefit will not be automatically sent without completing the sign-up process.
3. Redemption Process: a. After your purchase of the Student Medcover health insurance plan is confirmed, AHAA will contact you with details on how to redeem your \$50 Uber/Uber Eats gift card. b. Redemption instructions will be provided via email or through your AHAA membership account.
4. Terms and Conditions: a. The \$50 Uber/Uber Eats gift card is non-transferable and can only be used by the platinum AHAA member who purchased the qualifying Student Medcover health insurance plan. b. The gift card is subject to the terms and conditions set by Uber and Uber Eats. c. AHAA reserves the right to modify or discontinue this benefit at any time without prior notice.
5. Please note that AHAA's role in this benefit is limited to providing the gift card incentive, and all matters related to the Student Medcover health insurance plan are handled directly by Student Medcover. For any questions or inquiries about the insurance plan itself, please refer to the Student Medcover website or contact their customer service.

C. Care pack:

1. Contents of the Care Pack: The care pack comprises various medical supplies, including masks, bandages, gloves, alcohol wipes, a thermometer, and an emergency contact card.
2. Use Conditions: a. The AHAA Care Pack is exclusively provided to active AHAA platinum members as a membership benefit. b. Each platinum member is eligible to receive one Care Pack per membership term, subject to availability. c. The Care Pack items are intended for personal use and should be used in accordance with their respective instructions. d. AHAA reserves the right to modify the contents of the Care Pack or substitute items with similar value or functionality. e. AHAA may periodically update the contents or design of the Care Pack based on member feedback and availability of resources.

3. Care Pack Availability: a. The AHAA Care Pack will be provided to eligible members upon joining or renewing their membership. b. The availability of the Care Pack may be subject to limited quantities and may vary based on factors such as demand and resource availability.

Benefit Effective Period

Upon signing up for a specific benefit, all AHAA benefits become effective immediately. Please allow up to 3 business days for your benefit to be generated. Once payment is made, members are entitled to one-time services only at the membership level.

Membership Term and Renewal:

- A. Membership Term: a. Your membership with the Organization shall be valid for a specific term as indicated during the registration process or as otherwise communicated by the Organization.
- B. Membership Renewal: a. Unless otherwise specified, your membership will be automatically renewed for subsequent terms upon the expiration of the initial term. b. By providing your payment information and agreeing to these membership terms and conditions, you authorize the Organization to charge the applicable membership fee for each renewal term using the payment method provided.
- C. Notice of Renewal: a. The Organization will make reasonable efforts to notify you in advance of your membership expiration date and the upcoming renewal. b. The notice may be sent via email, through the Organization's website, or any other communication channels specified by the Organization.
- D. Membership Fee Adjustments: a. The Organization reserves the right to adjust the membership fees for renewal terms upon providing reasonable notice to members. b. Any fee adjustments will be communicated to you prior to the renewal date. c. If you do not agree to the fee adjustments, you may choose not to renew your membership.
- E. Membership Cancellation or Non-Renewal: a. You may choose to cancel your membership or opt not to renew at the end of the current term by notifying the Organization in writing or through the designated cancellation process provided by the Organization. b. The Organization may also terminate or refuse to renew your membership for reasons including, but not limited to, violation of the Organization's policies, code of conduct, or failure to comply with these membership terms and conditions.
- F. Non-Transferability: a. Your membership is personal and non-transferable. It is solely for your own use and benefits. b. You may not transfer, assign, or sublicense your membership rights to any other individual or entity.
- G. Termination of Membership: a. The Organization reserves the right to terminate your membership at any time, with or without cause, by providing you with reasonable notice. b. In the event of termination, you will not be entitled to a refund of any portion of the membership fee paid for the current term.
- H. Changes to Membership Terms: a. The Organization reserves the right to modify or amend these membership terms and conditions, including the membership term and renewal process, at any time. b. The updated terms will be effective upon their posting on the Organization's website or

other communication channels. c. By continuing your membership after the changes are implemented, you accept the modified terms.

Consent to Communications

By accepting these Membership Terms and Conditions, you are providing us your express written permission and consent authorizing us or our agents to contact you at any phone number (including mobile, cellular, wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded message, text/SMS messages or email. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Membership Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Privacy and Data Protection

- A. Protection of Personal Information: a. The Organization recognizes the importance of your privacy and is committed to protecting the confidentiality and security of your personal information. b. By becoming a member of the Organization, you acknowledge and agree that the Organization may collect, store, process, and use your personal information in accordance with applicable privacy laws and regulations.
- B. Information Collection: a. During the membership registration process, the Organization may collect personal information such as your name, contact details, date of birth, and other relevant information necessary for membership administration and communication. b. The Organization may also collect non-personal information, such as demographic data, to better understand the member community and improve its services.
- C. Use of Personal Information: a. The Organization will use your personal information for the following purposes: i. Membership administration, including processing your application, verifying your eligibility, and managing your membership status. ii. Communicating with you regarding membership-related matters, such as sending updates, newsletters, event notifications, or other relevant information. iii. Conducting surveys, research, or analysis to enhance the Organization's programs, services, and member experiences. b. The Organization will not sell, rent, or lease your personal information to third parties unless expressly authorized by you or required by law.
- D. Data Security: a. The Organization employs reasonable security measures to protect your personal information from unauthorized access, disclosure, alteration, or destruction. b. While the Organization takes reasonable precautions, no data transmission over the internet or electronic storage method is entirely secure. Therefore, the Organization cannot guarantee the absolute security of your personal information.
- E. Data Retention: a. The Organization will retain your personal information for as long as necessary to fulfill the purposes outlined in these terms or as required by applicable laws and

regulations. b. Upon termination of your membership, the Organization may retain certain information for record-keeping purposes, to comply with legal obligations, or to resolve disputes.

- F. Member Consent: a. By becoming a member, you provide your consent for the Organization to collect, process, use, and disclose your personal information as described in these terms. b. You have the right to withdraw your consent at any time by contacting the Organization, but please note that such withdrawal may affect your ability to access certain membership benefits or participate in specific activities.
- G. Third-Party Websites and Services: a. The Organization's website or membership services may contain links to third-party websites or services. This Privacy and Data Protection section does not apply to those third-party entities. b. The Organization is not responsible for the privacy practices or content of any third-party websites or services. We encourage you to review their privacy policies before providing any personal information.
- H. Changes to the Privacy and Data Protection Terms: a. The Organization reserves the right to modify or update this Privacy and Data Protection section at any time to reflect changes in applicable laws, regulations, or its data handling practices. b. The revised terms will be effective upon posting on the Organization's website or through other communication channels. c. Your continued membership and use of the Organization's services after any modifications constitute your acceptance of the updated Privacy and Data Protection terms.

Limitation of Liability

- A. Acknowledgment of Risks: a. By becoming a member of the Organization, you acknowledge and agree that participation in NPO activities, events, programs, or services may involve inherent risks and hazards. b. You voluntarily assume all risks associated with your membership and participation in the Organization's activities, and you agree that the Organization shall not be held liable for any injuries, damages, losses, or claims arising from such risks, unless caused by the Organization's gross negligence or willful misconduct.
- B. Exclusion of Liability: a. To the fullest extent permitted by law, the Organization, its directors, officers, employees, volunteers, and affiliates shall not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with your membership or participation in the Organization's activities. b. This exclusion of liability applies to all claims, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if the Organization has been advised of the possibility of such damages.
- C. Indemnification: a. You agree to indemnify, defend, and hold harmless the Organization, its directors, officers, employees, volunteers, and affiliates from and against any claims, demands, losses, liabilities, damages, costs, or expenses (including reasonable attorneys' fees) arising out of or in connection with: i. Your breach of these membership terms and conditions. ii. Your violation of any laws, regulations, or rights of third parties. iii. Your participation in the Organization's activities, events, or programs. b. The Organization reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate fully with the Organization in asserting any available defenses.
- D. Force Majeure: a. The Organization shall not be liable for any failure or delay in performing its obligations under these terms and conditions if such failure or delay is caused by circumstances

beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, government actions, or technical failures.

- E. Severability: a. If any provision of these membership terms and conditions is found to be unenforceable or invalid under applicable law, such provision shall be modified to the extent necessary to make it enforceable while achieving the intended purpose. If modification is not possible, the unenforceable provision shall be deemed severed from these terms, and the remaining provisions shall continue in full force and effect.
- F. Governing Law and Jurisdiction: a. These membership terms and conditions shall be governed by and construed in accordance with the laws of [Jurisdiction]. b. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of [Jurisdiction].
- G. Entire Agreement: a. These membership terms and conditions constitute the entire agreement between you and the Organization regarding your membership and supersede any prior agreements, understandings, or representations, whether written or oral.

Governing Law

- A. Applicable Jurisdiction: a. These membership terms and conditions and any disputes arising out of or in connection with your membership shall be governed by and construed in accordance with the laws of the jurisdiction where the NPO is legally registered or operates. b. Any legal action, suit, or proceeding arising from or related to your membership shall be initiated and maintained exclusively in the courts of the aforementioned jurisdiction.
- B. Compliance with Local Laws: a. By becoming a member of the NPO, you agree to comply with all applicable local laws, regulations, and statutes. b. It is your responsibility to ensure that your membership and any activities associated with it are lawful within your jurisdiction.
- C. Conflict of Laws: a. In the event that any provision of these membership terms and conditions is found to be unenforceable or in conflict with the laws of the applicable jurisdiction, the remaining provisions shall remain in full force and effect. b. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision in these terms and conditions.
- D. Dispute Resolution: a. Any dispute, controversy, or claim arising out of or relating to your membership or these terms and conditions, including any breach thereof, shall be resolved through good faith negotiations between you and the NPO. b. If the dispute cannot be resolved amicably through negotiations, either party may initiate mediation or arbitration proceedings in accordance with the rules and procedures established by the applicable jurisdiction. c. The decision reached through mediation or arbitration shall be final and binding on both parties.
- E. Waiver of Class Action: a. You agree that any disputes arising from or relating to your membership shall be conducted solely on an individual basis. b. You waive any right to participate in a class action lawsuit, class-wide arbitration, or any other collective or representative proceeding against the NPO.
- F. Language: a. These membership terms and conditions may be provided in multiple languages for your convenience. However, in the event of any discrepancy or conflict between the different language versions, the version in the language of the applicable jurisdiction shall prevail.

