

## INNOVATOR PROPERTIES LLC MEMBERSHIP AGREEMENT

**Last updated on October 20, 2017**

Innovator Properties LLC ("Innovator Properties") is an Oregon association of economic networks organized to enable members to grow their network and business exposure and to allow you ("You"), the member the opportunity to share your knowledge and experience and explore the local talent and cultural collective. Innovator Properties provides a Member Directory, a Member Forum, facilitates "Share the Wealth" monthly meetings for each economic network, offers custom facilitation services, and, may offer seminars, if requested by multiple members, for additional fees. Innovator Properties will also seek group discounts and special offers and makes available its association meeting space for rent by its members for business events. All products and services described in this Section, as well as any other products and services offered by Innovator Properties at any time shall be defined herein as "Service" or "Services."

In order to use the Service, You must read and accept all of the terms and conditions in this Membership Agreement (this "Agreement"). This Agreement may be modified by Innovator Properties from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

### 1. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

- a. provide Innovator Properties with true, accurate, current and complete information as prompted by the Innovator Properties' membership registration forms, when registering for or using the Service; and update and maintain the truthfulness, accuracy and completeness of such information.
- b. are eighteen (18) years old or older;
- c. will not use the Service in any way that could interfere with the rights of Innovator Properties or the rights of other users of the Service;
- d. will not submit any postings that may be considered by Innovator Properties to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or politically, racially, religiously, sexually, ethnically or otherwise objectionable;
- e. will not access, download or copy any information contained on our Website;
- f. will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;
- g. will not directly solicit any other attendee of Innovator Property events at Innovator Property events;
- h. will not take any action that would undermine the Service; will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws; have sufficient rights in and to all Content that You provide, transmit or otherwise convey to Innovator

Properties in connection with the Service; will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Innovator Properties, or otherwise attempt to mislead others as to Your identity; will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights; will not submit posts that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots, or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website; will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;

- i. will not to re-sell or assign Your rights or obligations under this Agreement;
- j. will not to create an account or use Innovator Properties services if Your account previously has been terminated by Innovator Properties or if You previously have been banned from using the services;

Innovator Properties retains the right, in its sole discretion, to determine whether or not Your use of the Service is consistent with the terms and conditions of this Agreement. Innovator Properties may suspend, restrict or terminate Your use of the Service and to refuse any future use of all or portions of the Service if Your use breaches or fails to comply with any of the terms and conditions of this Agreement.

Additionally, Innovator Properties may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

## 2. ACCOUNT SECURITY

Innovator Properties will assign You a user ID and a password when You register. Your user ID and password may only be used by You and the members of Your household (meaning anyone who currently shares with You the address You registered with Innovator Properties). You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

## 3. INNOVATOR PROPERTIES SERVICE, PLANS, & BENEFITS

The term of this Agreement ("Term") will be in effect and continue so long as You have an active Subscription or Plan.

Innovator Properties will charge You a membership fee in order to provide the Service. You acknowledge that Innovator Properties reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees may be paid in advance by credit or debit card. Members have an annual \$59.99/year membership plan that includes:

**(a) Innovator Properties Subscriptions and Plans**

- Membership in any/all economic networks
- Three (3) free "Share the Wealth" meetings for any economic network
  - Unused meetings may roll over upon membership renewal
  - Unused meetings are not refundable
  - Attendance must be reserved as sharing requires a cap on attendees
  - Additional meetings are \$20
- Member Directory (listing and access)
- Member Forum (private posts)
- Group discounts and special offers
- Association meeting space available for rent for business events

**(b) Membership Benefits**

- The benefits of Your Innovator Properties Plan are available only while Your Plan is active and Your Innovator Properties account is in good standing. Innovator Properties reserves the right to modify the Plans at any time and in its sole discretion.

**(c) Members Can Earn Bonus Meetings**

- +1 free meeting or \$20 credit for future events for each member referral
- +1 free meeting when your suggestion is used
- +5 free meetings by speaking at an event
- +5 free meetings for sponsorship

**(d) Canceling Your Plan**

- You may cancel Your Plan at any time by clicking on the "**Contact**" button and completing the "Contact Us" form at <https://innovatorprops.com>. Members are not entitled to refunds of their Membership Fee.
- Innovator Properties may, for any reason, in its sole discretion, immediately terminate this Agreement, Your account, and Your access to the Service.
  - If Innovator Properties terminates Your account for any reason and You are not in breach of this Agreement, Innovator Properties will refund Your Membership Fee on a pro rata basis from the date of such termination to the end of the then current term.
- Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.
- In the event Your Plan with Innovator Properties is terminated or lapses or You are no longer a user of Innovator Properties, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 1, and 5 through 17.

#### **(e) Modification of Terms and Conditions**

- Innovator Properties will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website ([www.innovatorprops.com](http://www.innovatorprops.com)). You will receive notice if modifications to the Agreement are made. Innovator Properties will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

#### **(f) Delays**

- The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Innovator Properties is not responsible for any delays, failures or other damage resulting from such problems.

### **4. PRIVACY POLICY**

We don't sell your information **EVER**. Your directory information is shared with other members **ONLY**.

### **5. OTHER MEMBERS OFFERINGS**

Innovator Properties does not endorse and is not responsible or liable for any Content, Service Provider Content, Promotions, data, advertising, products, goods or services available or unavailable from, or through, any other Member Offerings (which includes, but is not limited to, health care and wellness providers).

You agree that should You use or rely on such Content, Service Provider Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any Member Offerings (which includes, but is not limited to, health care and wellness providers), Innovator Properties is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance.

You agree that Innovator Properties is not responsible for the accessibility or unavailability of any Member Offerings (which includes, but is not limited to, health care and wellness providers) or for Your interactions and dealings with them, waive the right to bring or assert any claim against Innovator Properties relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release Innovator Properties from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers).

In addition, You agree that Innovator Properties may exclude Member Offerings from displaying in search results on the Innovator Properties Website for failing to meet particular Innovator Properties standards regarding Member conduct and performance.

## 6. PUBLICATION AND DISTRIBUTION OF MEMBER CONTENT

Innovator Properties does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. However, Innovator Properties reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. **You waive the right to bring or assert any claim against Innovator Properties relating to Content, and release Innovator Properties from any and all liability for or relating to any Content.**

- You acknowledge that Innovator Properties simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content.
- You understand that all Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated.
- You understand that Innovator Properties is not responsible for Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive.
- You agree that You must evaluate and make Your own judgment, and bear all risks associated with, the use of any Content.
- You further acknowledge that Innovator Properties has no obligation to screen, preview, monitor or approve any Content, or Content posted or submitted by any other Innovator Properties member.
- By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service.

Under no circumstances will Innovator Properties be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content.

## 7. COPYRIGHT MATERIALS-ALL RIGHTS RESERVED

Aside from member submitted Content, all other materials and other information on the Website including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the exclusive property of Innovator Properties and/or its licensors and are protected by all United States and international copyright laws.

## 8. LIMITED LICENSE TO WEBSITE, MEMBER DIRECTORY, MEMBER FORUMS, MEETING SPACE

By agreeing to the terms and conditions of this Agreement, Innovator Properties grants You a limited license to access and use the Service. You acknowledge and agree that You will not reproduce, duplicate, copy, solicit, sell, re-sell or otherwise exploit membership benefits without the express written consent of Innovator Properties.

## 9. CONTENT LICENSE

Although Innovator Properties does not claim ownership of any of the information or other materials You give us (collectively, the “Content”), by providing Content for the Website, You automatically grant, and You represent and warrant that You have the right to grant, to Innovator Properties an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing.

In addition, by providing Innovator Properties with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website by any other party.

You understand that Innovator Properties may display, disseminate, or place Promotions near, with, or adjacent to Your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at Innovator Properties’ discretion and without notice to You.

## 10. DISCLOSURE OF INFORMATION

As Innovator Properties continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

## 11. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND THAT INNOVATOR PROPERTIES ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. INNOVATOR PROPERTIES EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR INNOVATOR PROPERTIES COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK.

## 12. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INNOVATOR PROPERTIES WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF INNOVATOR PROPERTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, “DAMAGES”), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D)

CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY INNOVATOR PROPERTIES OR THE FAILURE OF INNOVATOR PROPERTIES TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

TO THE EXTENT INNOVATOR PROPERTIES IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, INNOVATOR PROPERTIES'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR MEMBERSHIP FEE (I.E., THE AMOUNT OF YOUR ANNUAL MEMBERSHIP FEE DIVIDED BY TWELVE).

### 13. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Innovator Properties, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to Innovator Properties or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm You may have caused to another. Innovator Properties will have sole control of the defense of any such damage or claim.

### 14. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Innovator Properties to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which You accept as reasonable estimates of Innovator Properties' damages for the specified breaches of this Agreement:

- a. If You post Content in violation of this Agreement, You agree to promptly pay Innovator Properties One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.
- b. If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars (\$1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement
- c. If You use computer programming routines that are intended to aggregate records from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.
- d. Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by Innovator Properties, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated.

- e. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

## 15. NOTICE

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), Innovator Properties will respond promptly to claims of copyright or trademark infringement.

You agree that Innovator Properties may communicate any notices to You under this Agreement, through posting the notices on the Website.

All notices to Innovator Properties will be provided by either sending: (i) by clicking on the “**Contact**” button and completing the “Contact Us” form at <https://innovatorprops.com>; or (ii) a letter, first class certified mail, to Innovator Properties, c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808. Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

## 16. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and Innovator Properties. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Innovator Properties regarding the subject matter contained in this Agreement.

Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Innovator Properties under this Agreement.

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable.

It will not be considered a waiver of Innovator Properties’s rights if Innovator Properties fails to enforce any of the terms or conditions of this Agreement against You.

In the event a court finds a provision in this Agreement to not be valid, You and Innovator Properties agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement.

No joint venture, partnership, employment or agency relationship exists between You and Innovator Properties as a result of this Agreement or use of the Service.

## 17. GOVERNING LAW

This Agreement and the relationship between You and Innovator Properties will be governed by the laws of the State of Oregon, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction.

You agree and consent to the exclusive jurisdiction of the state or federal courts located in Deschutes County, Oregon and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Innovator Properties may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.