

Member Agreement

Welcome to IGNITE. We are glad you have decided to join our community, and we look forward to your participation. Before you begin, however, we ask that you review this Membership Agreement and agree to its terms. It is important that you understand both the services we provide as well as your obligations.

The IGNITE consists of www.ignite-us.org, www.igniteworldwide.net and www.igniteworldwide.org and its associated services, and any other Web site that we identify as a part of IGNITE.

The IGNITE Member Agreement is a legal document that details your rights and obligations as an IGNITE member. You cannot become an IGNITE Member until you have accepted the terms of the Member Agreement. The Member Agreement provides very important information about your IGNITE membership, so you should take the time to read and understand it. If you have questions about the Member Agreement, or about your rights and responsibilities as an IGNITE member, please contact us. You should also take the time to review the IGNITE Privacy Policy and the IGNITE Website Terms of Service which reflect IGNITE's current policies. The Internet and online world is changing rapidly and as technology and IGNITE's business continue to evolve, these policies may have to be updated or revised. Since these Privacy Policies and Terms of Service may change, you should check them periodically for the most current versions. You agree to be bound by the Privacy Policies and Terms of Service.

For the same reasons, it may be necessary for IGNITE to update or revise certain provisions of the Member Agreement. By joining IGNITE and accepting the Member Agreement you agree that IGNITE may change the terms of this Member Agreement. **If IGNITE makes material changes or revisions to the Member Agreement, we will provide notice to you thirty days in advance. If you don't agree to the changes proposed by IGNITE, or to any of the terms in this Member Agreement, your only remedy is to cancel your IGNITE membership.**

1. THE BASICS OF YOUR IGNITE MEMBERSHIP

This Agreement is your entire agreement with IGNITE and governs your use of the IGNITE Internet online service. There may be additional terms and conditions if you use affiliate services like our international areas, other IGNITE service or third-party software and/or services. To access the IGNITE service you must accept the terms of this Agreement and comply with the IGNITE Terms of Service. To be an IGNITE member, you must be at least 18 years old. If you are not yet eighteen years old, you may still use IGNITE, but only if the account was created and registered by your parent or guardian or school district representative.

When you accept this Agreement and complete the IGNITE registration process, you become the "master account" holder, and IGNITE provides you with a limited, non-exclusive license for no more than the term of your membership to use the screen name you select for your "master account." IGNITE also allows you to have up to four additional "sub-accounts" or screen names for your student members. Your screen name is your online identity. You may not use a screen

name that is used by someone else, and your screen name cannot be vulgar, or be used in any way that violates the other parts of the Member Agreement or the Terms of Service.

As the master account holder, you are responsible for all activity on your account and on any of the sub-accounts, and violations or warning accrued by the sub-account can lead to termination of the master account. If warnings or violations are received by sub-accounts, the master account will also receive notification. You may also receive important notices about your membership from time to time that may not be provided to the sub-accounts, so it is important for you to regularly check your master account mailbox. Because you are responsible for all use of your account, you should supervise the use of your account by others. This is especially important when children are using the service; children are safer online and get more out of the experience with adult supervision. It is important that you not reveal your password to other users and IGNITE will never ask you for your password. You agree not to reveal your password to other users and you agree to indemnify and hold IGNITE harmless for any improper or illegal use of your account. This includes illegal or improper use by someone to whom you have given permission to use your account. Your account is at risk if you let someone use it inappropriately. If your membership is terminated for violating this Agreement or the Terms of Service, IGNITE's express permission will be necessary before you are allowed to use IGNITE again.

2. CHARGES AND BILLING

IGNITE reserves the right to change our fees or billing methods at any time and IGNITE will provide notice of any such change at least thirty days in advance in the same manner described above for changes to the Member Agreement. IGNITE also has the right to collect applicable taxes and impose premium surcharges for some areas of the service and these surcharges. The answers to many common billing questions can be answered by contacting an IGNITE customer service representative at 206-683-3258. If you don't like the changes in fees or billing methods, you may cancel your membership at any time, but IGNITE will not refund any remaining portion of the monthly fee when you cancel your membership.

As the master account holder, you are responsible for all charges incurred, including applicable taxes and purchases made by you or anyone you allow to use your account or sub-accounts, including your students, other members of your family or friends. This means that, unless your account or credit card information is obtained unlawfully or fraudulently by someone other than those authorized to use your account or sub-account, you will be responsible for all usage and purchases under your account or sub-accounts.

Most members pay by credit card or with Pay Pal. For most billing plans we will be charging your designated card every month, but some charges may accumulate on your account before they are charged to your card. If you don't have a credit card, you can authorize IGNITE to make electronic fund transfers from your checking account. There might be an additional surcharge for this payment option. By selecting this billing option and providing IGNITE with your debit/checking account information, you authorize IGNITE to debit your checking account for charges incurred using IGNITE. Every time you use IGNITE, you re-affirm that IGNITE is authorized to charge your credit card or withdraw funds via electronic transfer from your checking account, depending on which payment method you have selected. You also agree to

authorize IGNITE to charge purchases you make online to the credit card you supplied to IGNITE when you joined or to debit your checking account if you selected that option during the registration process.

We expect you to pay your account balance on time. We will give you 30 days from the date on your account statement to pay your bill. IGNITE will assess an additional 1.5% (or the highest amount allowed by law, whichever is lower) per month late charge if your payment is more than 30 days past due. That amount is also due immediately. You are responsible and liable for any fees, including attorney and collection fees, that IGNITE may incur in its efforts to collect any remaining balances from you. You also agree that you will be billed for and will pay any outstanding balances if you cancel your membership or are terminated. You should let us know about any billing problems or discrepancies within 90 days after they first appear on your account statement. If you do not bring them to IGNITE's attention within 90 days, you agree that you waive your right to dispute such problems or discrepancies.

The current memberships charges are as follows: \$500 dollars a year per chapter

3. ONLINE CONDUCT AND CONTENT

Content

By content, we mean the text, software, communications, images, sounds other information provided online. Most content on the IGNITE service is provided by IGNITE, our members, our affiliates, or independent content providers under license. In general, IGNITE does not pre-screen content available on the IGNITE service. IGNITE does not assume any responsibility or liability for content that is provided by others. IGNITE does reserve the right to remove content that, in IGNITE's judgment, does not meet its standards or does not comply with IGNITE's current Terms of Service, but IGNITE is not responsible for any failure or delay in removing such material. Keep in mind that IGNITE is not responsible for content available on the Internet.

One of the most exciting aspects of this medium is that individual members have the ability to create their own content and voice their own opinions. IGNITE encourages Members to participate and express their views—after all, that is what makes your experience interactive. But it is important to remember that there are rules and standards that you must abide by as an IGNITE Member. These rules and standards are described in the IGNITE Terms of Service. As an IGNITE Member, you agree to follow the IGNITE Terms of Service and you acknowledge that IGNITE has the right to enforce them in its sole discretion. This means that if you, or anyone using your account, violate the IGNITE Terms of Service, IGNITE may take action against your account. This can range from the issuance of a warning about a violation to the termination of your account. You understand IGNITE is not required to provide notice prior to terminating your account for violating these rules and standard.

Unsolicited Bulk E-mail

Your IGNITE membership allows you to send and receive e-mail to and from other IGNITE members and users of the Internet. This does not mean that you may use IGNITE to send unsolicited bulk e-mail or junk e-mail. Your IGNITE membership and your authorization to use the IGNITE e-mail service do not allow you to send unsolicited bulk e-mail or to cause unsolicited bulk e-mail to be sent by someone else. **You may not use the Member Directory or any other area of IGNITE to harvest or collect information, including screen names, about IGNITE members, and the use of such information for the purpose of sending unsolicited bulk e-mail is strictly prohibited.** Any violation of these provisions can subject your IGNITE account to immediate termination and further legal action. IGNITE also reserves the right to take any and all legal and technical remedies to prevent unsolicited bulk e-mail from entering, utilizing or remaining within the IGNITE Network.

Proprietary Rights

Much of the content available on our service is owned by others, and is protected by copyrights, trademarks, and other intellectual property rights. It is very easy to copy things in cyberspace, but just because it is easy doesn't mean it is acceptable or legal. Any content that you upload or download while using the service must be authorized; this means you must have the legal right to upload or download the content. You must not copy, transmit, modify, distribute, show in public or in private or create any derivative works from any of the content you find on IGNITE, unless you have the legal right to. Making unauthorized copies of any content found on IGNITE can lead to the termination of your IGNITE account and may even subject you to further legal action beyond the termination of your membership. Similarly, other content owners may take criminal or civil action against you. In that event, you agree to hold harmless IGNITE and its subsidiaries, affiliates, related companies, employees, officers, directors and agents.

Bear in mind that some areas of IGNITE are "public," like message boards, forums, or the Member Directory, and other members will have access to your posted material and might copy, modify or distribute it. By submitting or posting content there, you are representing that you are the owner of such material, or have authorization to distribute it. Once you post content on IGNITE, you expressly grant IGNITE and its members the complete right to use, reproduce, modify, distribute, etc. the content in any form, anywhere.

4. WARRANTY

MEMBER EXPRESSLY AGREES THAT THE USE OF IGNITE, AND THE INTERNET IS AT MEMBER'S SOLE RISK. IGNITE, IGNITE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. IGNITE PROVIDES THE IGNITE SERVICE ON A COMMERCIALY REASONABLE BASIS AND DOES NOT GUARANTEE THAT MEMBERS WILL BE ABLE TO ACCESS OR USE THE SERVICE AT TIMES OR LOCATIONS OF THEIR CHOOSING, OR THAT IGNITE WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. IGNITE'S ENTIRE LIABILITY

AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF ANY SOFTWARE PROVIDED OR USED BY IGNITE SHALL BE A REFUND OF MEMBERSHIP DUES. IN NO CASE SHALL IGNITE BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF IGNITE, THE INTERNET OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR MEMBERSHIP WITH IGNITE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, IGNITE'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IGNITE DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH IGNITE AND WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

5. INDEMNIFICATION

Upon a request by IGNITE, you agree to defend, indemnify and hold harmless IGNITE and its affiliated subsidiaries, employees, contractors, officers, directors, telecommunications providers and content providers from all liabilities, claims and expenses, including attorneys fees, that arise from a breach of this Member Agreement for which you are responsible or from the use of IGNITE or the Internet, or in connection with your transmission of any Content on IGNITE. IGNITE reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a Member. In that event, the member shall have no further obligation to provide indemnification for IGNITE in that matter.

6. TERMINATION AND CANCELLATION

Either you or IGNITE may terminate or cancel your membership at any time. You understand and agree that the cancellation of your account is your sole right and remedy with respect to any dispute with IGNITE. This includes, but is not limited to, any dispute related to, or arising out of: (1) any term of this Agreement or IGNITE's enforcement or application of this Agreement; (2) any policy or practice of IGNITE, including IGNITE's Terms of Service and the IGNITE Privacy Policy, or IGNITE's enforcement or application of these policies; (3) the content available through IGNITE or the Internet or any change in content provided through IGNITE; (4) your ability to access and/or use IGNITE; or (5) the amount or type of fees, surcharges, applicable taxes, billing methods, or any change to the fees, applicable taxes, surcharges or billing methods.

You can cancel your membership by sending your cancellation request via US Mail to: IGNITE worldwide P.O Box 333 Mountlake Terrace WA 98043, or by fax at 425-650-7227.

Cancellation will take effect within 72 hours of receipt of your request, and IGNITE will send you written confirmation. If you cancel near the end of your billing period and are inadvertently charged for the next month's fee contact IGNITE to have the charges reversed. IGNITE reserves the right to collect fees, surcharges or costs incurred before you cancel your IGNITE membership. In addition, you are responsible for any charges incurred to third-party vendors or content providers prior to your cancellation.

7. LAW AND LEGAL NOTICES

The Member Agreement represents your entire agreement with IGNITE. You agree that this Member Agreement is not intended to confer and does not confer any rights or remedies upon any person other than the parties to this Agreement. You also understand and agree that the IGNITE Terms of Service and the IGNITE Privacy Policy, including IGNITE's enforcement of those policies, are not intended to confer, and do not confer, any rights or remedies upon any person. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. The laws of the state of Washington, excluding its conflicts-of-law rules, govern this Agreement and your membership. As noted above, member conduct may be subject to other local, state, national, and international laws. You expressly agree that exclusive jurisdiction for any claim or dispute with IGNITE or relating in any way to your membership or your use of IGNITE resides in the courts of Washington state and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of Washington in connection with any such dispute including any claim involving IGNITE or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.