

AUTOMATIC RENEWAL AGREEMENT

This Automatic Renewal Agreement (the “Agreement”) is a legally binding agreement between you (“Member” “you” or “your”) and the Association of Independent Information Professionals (“AIIP” or “Provider”). This Agreement sets forth your rights and obligations with respect to the automatic renewal and payment of your annual AIIP membership. By clicking the “I Agree” button, you are indicating that you have carefully read this Agreement, understand it, and consent to be bound by all its terms and conditions. If you do not agree to the terms of this Agreement, you should click the “I Do Not Agree” button and stop the registration process now.

I. TERMS, FEES AND PAYMENTS. Member will select a membership level and payment option during the subscription process. Membership levels and terms are subject to change, without notice, at the sole discretion of AIIP.

A. Payment Options.

1. *Lump-Sum Payment.* Member authorizes a payment to AIIP from your credit, debit or bank card in the amount of the then-current membership rate for the selected membership level and term. Member may authorize subsequent recurring payments for automatic renewal pursuant to Section I.D., or Member may choose a one-time, non-recurring lump-sum payment.
2. *Monthly Payments.* Member authorizes periodic monthly payments to AIIP from your credit, debit or bank card. Monthly payments shall be equal to \$20 US per month for the number of months in the membership term (12 months). All membership terms are annual.

B. Methods of Payment and Credit Card Terms. By accepting this Agreement, Member authorizes a payment to AIIP from your credit, debit or bank card. If selected, Member authorizes automatic recurring payments for automatic renewal pursuant to Section I.D. and, if applicable, automatic periodic membership payments under Section I.A.2. Member understands that any automatic recurring payment method or renewal authorization will remain in effect until withdrawn by Member or terminated by Provider.

1. *Payment Form.* Member must make all payments by VISA or Mastercard and in United States dollars.
2. *Current Prices Prevail.* Member agrees to pay all fees and charges incurred in connection with your account at rates in effect when the charges were incurred.
3. *Past Due Balances Due Upon Demand.* If AIIP does not receive payment from your credit card issuer or its agent when due under this Agreement, Member agrees to pay all amounts due upon AIIP’s demand.

C. No-Refund Policy. All fees paid and charges made prior to Member’s proper termination under Section II, including but not limited to any advance charge or payment for the membership term during which you terminate your subscription, are nonrefundable. Member’s termination of membership shall not relieve you of any obligations to pay accrued charges or fees. Early

termination of a membership electing to pay under the Monthly Payment Option shall not relieve Member's obligation to pay the remaining monthly payments under the plan.

D. Automatic Membership Renewal.

1. *Automatic Renewal.* If Member selects automatic renewal option and fails to notify AIIP of the decision to terminate your membership pursuant to Section II of this Agreement, your membership will automatically renew at the end of each term.
2. *Renewed Membership Level and Term.* Automatic membership renewal is only available for full and associate memberships. The renewed membership level and term will be the same as the membership level and term being renewed.
3. *Renewed Membership Payment Option.* The renewed payment option will be the same as the payment option being renewed. At the time of renewal, AIIP will charge your credit card the then-current fees for the applicable membership level and term.

E. Billing Date. AIIP shall charge Member's credit, debit or bank card on the "billing date," based on the Member's activation date and payment option. For the purposes of this Agreement, "activation date" is the day that Member completes registration and consents to this Agreement.

1. *Initial Charge on Activation Date.* Member authorizes AIIP to charge Member's credit, debit or bank card on the date of Member's Activation Date in the amount selected pursuant to Section I.A.
2. *Billing Date for Lump-Sum Payment Option with Automatic Renewal.* If Member selects the Lump-Sum Payment Option with automatic renewal under Section I.A.1., your credit, debit or bank card will be charged on the annual anniversary of the Member's Activation Date, absent proper termination under Section II. If, however, Member's Activation Date is on the 29th, 30th or 31st day of a month, and your Billing Date does not exist in a particular year because there are fewer days in the month payment is due, your Billing Date for that particular renewal will be on the last day of the month in which your Billing Date would otherwise be.
3. *Billing Date for One-Time, Lump-Sum Payment Option.* If Member selects the One-Time, Lump-Sum Payment Option, your credit, debit, or bank card will be charged on the Activation Date pursuant to Section I.E.1. of this Agreement in the whole amount of the then-current rate for the selected membership level and term.
4. *Billing Date for Monthly Payment Option.* If Member selects the Monthly Payment Option under Section I.A.2., your credit, debit or bank card will be charged on that particular date each month. If, however, Member's Activation Date is on the 29th, 30th or 31st day of a month, and your Billing Date does not exist in a particular month because there are fewer days in the month payment is due, your Billing Date for that particular renewal will be on the last day of the month in which your Billing Date would otherwise be.

G. Modifications to Fees or Billing Terms. AIIP reserves the right, without limitation, to change membership fees and billing methods, including the addition of supplemental fees or separate

charges for content, products or services provided by AIIP. Any changes to fees or billing terms shall be effective upon written notice to Member's designated email address.

H. Account Information. Member agrees to provide true, accurate and complete information about yourself and your billing information as prompted by the subscription process. Member agrees to update any and all contact and billing information as it changes. AIIP will not be liable for any losses, damages or interrupted access to AIIP products and services caused by Member's failure to provide and update accurate contact and billing information.

I. Late Payments. If Member's subscription payment is past due for a period of more than seven (7) days, AIIP may deactivate or terminate Member's account without notice, regardless of the amount of the past due balance.

II. TERMINATION. Member may terminate your subscription at any time by providing AIIP with thirty days' written notice. If Member violates this Agreement, AIIP may, in its sole discretion, with or without prior notice, terminate your membership.

III. LIMITATION OF LIABILITY. Member retains the entire risk arising out of use of AIIP products and services, including the risks associated with entering this Agreement for automatic renewal and payment. In no event shall AIIP, its investors, officers, directors, employees, or agents (collectively the "Protected Parties") be liable for any damages beyond the then-current membership terms' subscription fee. In addition, the Protected Parties expressly disclaim all warranties, express or implied, related to any use of AIIP's web site, products or services. AIIP provides such products or services "as is" and "as available." In addition, the Protected Parties make no warranty that the web site, products or services will be uninterrupted, timely, secure or free of errors.

IV. MODIFICATION OF THIS AGREEMENT. AIIP may, in its sole discretion, modify this Agreement at any time with or without notice.

V. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Indiana law, without regard to or application of any choice of law or conflict of laws provisions.

VI. NOTICE OF NON-WAIVER CLAUSE. No delay or failure to take action under this Agreement shall constitute a waiver by AIIP of any right whatsoever.

VII. TRANSFERABILITY. AIIP may assign or delegate its rights or obligations under this Agreement without limitation. Member may not assign or delegate your rights or obligations under this Agreement without prior written consent of AIIP.

VIII. MERGER CLAUSE. This Agreement constitutes the entire agreement between Member and AIIP relating to the rights and obligations of Member and AIIP regarding the subject matter herein. This Agreement supersedes all prior oral and written communications regarding the same subject matter.

IX. SEVERABILITY CLAUSE. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such provision shall be severed from this Agreement, and the severed provision shall not affect any other provision of this Agreement.