### **MEMBERSHIP TERMS AND CONDITIONS**

Paard Verzameld (hereafter PV) and the Paard Verzameld Collective (hereafter PVC)

Each Member agrees to abide by the terms and conditions of PVC membership ("Terms and Conditions"), as set forth below. PVC may change the Terms and Conditions at any time with or without notice and each Member's continued participation in the PVC shall be considered acceptance of such changes. Failure to comply with PVC Terms and Conditions may result in the suspension or termination of an individual's PVC membership, such suspension or termination to be determined in the sole and absolute discretion of the PVC. Additionally, PVC may pursue all available legal and equitable remedies.

### Term/Renewal Authorization

Members can enrol at any given time. Member dues are a simple, flat rate, payable in Euros. All memberships paid monthly will renew automatically month to month. For cancellations, holds, and/or changes to memberships for any reason, members must notify PV via email at info@paardverzameld.com at least one month prior to next auto-draft, putting "membership cancellation, membership hold, or membership change" as subject heading of email.

In turn, PV will send a confirmation via email after the changes have been made to the account. Members agree that PV could take up to 7 business days to respond. All termination of this policy must be requested by members/students one pay period in advance. Members are subject to pay the last month's payment upon termination request. Once a member has submitted an email request for any changes to membership, it is the member's responsibility to ensure that PV has responded back on the same email account to confirm processing the request. PV is in no way, under any circumstances, responsible for member's negligence in checking their own bank statements to ensure that membership changes, holds, or cancellations have been processed correctly. In the event of miscommunication a member is responsible to produce a copy of their request and response from PV for review. In the event that a member cannot produce a copy of e-mail correspondence with PV then PV is not obligated to, nor will refund under any circumstances, dues debited from the member's account.

# **Online Payment Terms & Conditions**

By accessing or using PV online payment service, Members agree to be bound by all applicable terms and conditions. PV may modify the terms and conditions at any time, with or without notice.

The PV online payment service is provided to Members to facilitate payment of dues, sponsorships and other products and services. Members will receive a confirmation once payment has been received. The PV utilises a third party service to process payments.

PV will not be liable for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payment information sent via this online payment service. PV will not be liable for any damages of any kind arising from the use of this online payment site, including, but not limited to, direct, indirect, incidental, consequential, exemplary, and punitive damages. PV will not be liable for any breach of Member's personal or credit card information resulting from the interception of such information during its transmission to PV. Member expressly agrees that its use of this service is at Member's sole risk. Members agree that it will not intentionally provide false information when accessing or using the PV's online payment service.

PV is committed to Member's privacy and will not distribute information sent via this service to third parties. PV finance and membership departments alone have access to data collected and will not store any personally identifiable information, including credit card information.

# **Qualifications/Admission to Membership**

Membership applications are conducted online via the PV website. Full membership will be referred to as patronship/patron membership. Membership becomes official upon confirmation of payment for the first term of membership. Membership dues are not refundable and are non-transferable. No application for membership shall be denied on the basis of race, colour, religion, gender, national origin, disability or any other characteristic protected by law.

### **Termination Policy**

Membership shall terminate and the member shall be entitled to no rebate of dues previously paid in any of the following events:

If the member resigns. If the member does not pay the amount owed to PVC prior to their date of expiration. If the member does not continue to meet the eligibility requirements of the Collective.

### **Confidential Information**

Certain PVC Content may be marked "Confidential" or "Proprietary." In that event, the Member agrees to maintain the confidentiality of such content and not disclose or make it available to any third parties.

### **Trademark Use & Conditions**

PV is the owner of the Marks (as hereinafter defined) and desires to allow Members to utilise the Marks only in accordance with the terms and conditions set forth herein. "Marks" shall include the name "Paard Verameld Collective," the abbreviation "PVC" and any and all related designs and logos and any modifications or derivations thereof.

PV grants to Member's presentations, correspondence, business cards and other documents or media, solely for the purpose of identifying him or herself as a member of PVC.

Members shall not use the Marks for any other purpose nor allow his or her employer or any associated corporate entity to represent itself in entirety as an PVC member. Additionally, the marks should not be used to imply endorsement from the PVC, whether of the individual or any content, nor should the marks be used for commercial purposes.

Any reference by Member to the PV Site, including but not limited to www.paardverzameld.com, shall include a link to such website and any reference by Member to statistics, reports or other materials produced and/or owned by PV shall include a reference to any and all of PV's copyright or other ownership interest in the same.

Members shall not have the right to sublicense, authorise or enter into agreements with other persons, firms, entities or corporations granting to any of them the right to use the Marks or any other property owned by PV. Unless terminated as provided below, Member's right to use the Marks in accordance herewith shall terminate upon termination of Member's membership for whatever reason.

Member's right to use the Marks in accordance herewith may be terminated by PV in the event PV determines, in its sole and absolute discretion, that Member has failed to comply with the terms and conditions set forth herein. In the event of termination, Member shall discontinue use of the Marks within three (3) days of the date of such termination.

Member acknowledges and agrees that PV is the sole owner of the Marks and Member is stopped from claiming any ownership rights in the Marks or otherwise using any trademarks or service marks that are the same or similar to the Marks. In the event Member becomes aware of (i) any use by third parties that infringes on the Marks, or (ii) any claims by third parties against Member's use of the Marks, Member shall notify PV of such infringement, claim, suit or demand.

Member agrees to defend, indemnify and hold PV harmless against all losses, damages or expenses of whatever form or nature, including reasonable attorney's fees and other costs of legal defence, whether direct or indirect, which they, or any of them, may sustain or incur as a result of Member's use of the Marks.

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