# FUTURE LIFE INSTITUTE

# Membership Agreement

Applying new technologies to improve future lives...

By applying for membership in Future Life Institute, our Family, Association or Organization agrees to adhere to the terms and conditions which follow.

#### **Terms and Conditions**

The following terms and conditions constitute the legal framework for Membership in Future Life Institute. Please read them carefully.

#### Copyrights:

Future Life Institute (FLI) grants to Member the right to access and use its intellectual property, including publications, services, software, documentation and internet services (hereinafter called "Content"). The Content is the property of Future Life Institute and is protected by U.S. and international copyright law and conventions. Member agrees not to alter, copy, disseminate, redistribute or republish any feature of this Content unless approved in writing by FLI. Member acknowledges that access to and use of this Content is subject to these terms and conditions, and that any expanded use must be approved in writing by FLI.

#### Title:

Title to and ownership of all copies of any publications, services, software, documentation, or Internet services developed by FLI, whether in machine-readable or printed form, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of FLI. Member shall not take any action to jeopardize, limit, or interfere in any manner with FLI's ownership and rights therein. Member agrees not to disassemble or de-compile any of FLI's documents, programs, Internet software or source code, without limitation.

#### Member Copyrights:

FLI's founders, staff and volunteers all donate the copyrights to their work to FLI. Similarly, Member agrees to voluntarily donate to FLI the title, ownership and copyrights to all work and intellectual property they produce for FLI in the course of their membership activity, without limitation, unless provided otherwise in writing with FLI.

# Restriction on Use:

Member will not (i) contravene the security of the Content nor attempt to gain unauthorized access to the Content, data, materials, information, computer systems or networks connected to any server associated with the Content, through any means; (ii) attempt to use any automated device, program, tool, algorithm, process or methodology to access, acquire, copy, or monitor any portion of the Content without the prior written consent of FLI.

#### Privacy:

Member's right to privacy is of paramount importance and FLI will not share Member's information with any third party.

# Changes or Updates to the Content:

FLI reserves the right to change, update or discontinue any aspect of this Content at any time without notice. Member's continued use of the Content after any such change constitutes your agreement to these Terms of Use, as modified.

# Termination:

In accessing and using this Content, Member agrees to comply with the terms and conditions in this Agreement and agrees not to take any action that would compromise the security or viability of this Content. Failure by Member to abide by the terms and conditions in this Agreement will constitute breach of contract and will represent grounds for terminating the Agreement. The terms hereunder regarding Disclaimer of Warranty, Accuracy of Information, Indemnification, and Third Party Rights shall survive termination.

# Disclaimer of Warranties:

FLI does not provide any warranties, express or implied, including, without limitation, those of fitness for a particular purpose, with respect to this Content. Although FLI takes reasonable steps to ensure continuous availability of the Content, FLI cannot guarantee that it will always be available at any particular time or location.

# Accuracy of Information:

While the information contained in the Content has been obtained from sources believed to be reliable, FLI disclaims all warranties as to the accuracy, completeness or adequacy of such information. Member assumes sole responsibility for the use it makes of this Content.

# Indemnification:

Member agrees to indemnify, defend and hold harmless FLI, its affiliates, licensors, and their respective officers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of Member's use of this Content.

# Third Party Rights:

The terms hereunder regarding Disclaimer of Warranty, Limitation of Liability and Indemnification are for the benefit of FLI, and its licensors, employees and agents, each of whom shall have the right to assert and enforce those terms against a Member.

# Limitation of Liability:

In no event will FLI be liable for: (a) damages of any kind, including without limitation, direct, incidental or consequential damages (including, but not limited to, damages for lost profits Limitation of Liability: business interruption and loss of programs or information) arising out of the use of or inability to use this Content, or any information provided in this Content, or (b) any claim attributable to errors, omissions or other inaccuracies in the information provided in this Content.

#### General Provisions:

Any provision in any written communication received by FLI in connection with this Content which is inconsistent with, or adds to, these Terms of Use is void. If any term hereunder is determined by a court of competent jurisdiction to be invalid, all remaining terms will remain in full force and effect

#### Governing Law:

These Terms of Use and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law principles. Member consents to the jurisdiction of the courts of the State of Florida.

#### Confidentiality and Non-Competition:

a. FLI and Member hereby agree not to disclose or use, and to assure that their employees and agents do not disclose or use, any confidential information belonging exclusively to one another ("one another's Confidential Information"). FLI and Member acknowledge that the following materials and information, and all copies thereof, constitute one another's Confidential Information:

b. Lists of members, including without limitation information about their occupation, credit card numbers, information, and preferences;

c. Information belonging to and/or concerning one another which is not generally known by or disclosed to the public, including without limitation information regarding one another's intellectual property, software, personnel, computer programs, expertise, processes, and other technical, business, financial and product plans, strategies, and any other information marked "Confidential"; and

d. Both parties acknowledge that the other party's above-listed Confidential Information is valuable, special, and unique; that its unauthorized disclosure or use will cause irreparable harm to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of such information;

e. Member shall not cause or attempt to cause any member, employee or agent of FLI to terminate his/her membership, employment or agency during the term of this Agreement. FLI further agrees not to cause or attempt to cause any of Member's employees, agents or members to terminate their respective relationships with Member.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, and in consideration of the covenants and agreements contained herein, do hereby execute this instrument, with each party warranting its ability to enter into this Agreement for the entity herein named as a party hereto.