

National Maritime Law Enforcement Academy (NMLEA)

Membership Terms and Conditions

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

TERMS AND CONDITIONS

Term

The initial term of NMLEA membership is a one (1) year or a three (3) year membership, based on Member's initial choice and enrollment. ("Initial Term"). NMLEA shall send membership renewal invoices to its Members at least sixty (60) days prior to the Member's membership renewal date. Invoices shall be sent via email to the Member's email address provided on its Membership Application. A Member's membership shall be renewed automatically for additional one (1) year terms (each a "Renewal Term") under the same membership terms and conditions of such Member's current NMLEA membership unless such Member notifies the NMLEA in writing at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term of its intent not to renew or of its intent to change its membership category.

Termination Policy

NMLEA may choose to cancel a Membership at any time if the application is found to have incorrect or false information, or if the NMLEA determines that Member has conducted inappropriate, unethical or immoral behavior.

Dues Increase:

NMLEA may increase membership dues upon the expiration of a Member's Initial Term or Renewal Term.

Content and Copyright Notice

NMLEA owns all right, title and interest in the NMLEA Site and all content on the NMLEA Site, as well as all other content created or otherwise owned by NMLEA ("NMLEA Content"). NMLEA Content is available to Members for their personal and non-commercial use. Any redistribution or reproduction of part or all of the NMLEA Content in any form is prohibited other than the following:

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Members may not, except with NMLEA's express written permission, distribute or commercially exploit the NMLEA Content nor transmit it or store it in any other website or other form of electronic retrieval system.

Confidential Information

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

Contributions to NMLEA

Members may contribute to NMLEA Content, in various forms including, but not limited to, submitting ideas, participating in committees, and making presentations. Member hereby fully and irrevocably grants, assigns and conveys to NMLEA all right, title and interest worldwide in and to all Content conceived, reduced to practice, authored, developed or delivered by Member, Member's officers, directors, employees, agents and independent contractors acting on Member's behalf, either solely or jointly with others, including, but not limited to (i) any Content expressly labeled as "Content" or provided with an express statement that it is a contribution to NMLEA; (ii) any Content provided to NMLEA to be included in NMLEA standards, specifications, policies, guidance, reports, analyses, courses of instruction, consultation, techniques, or procedures that are published by the NMLEA or as part of a larger compilation or identified as a NMLEA publication, whether in written or electronic form; or (iii) any Content that is developed in connection with Member's membership in NMLEA, developed in connection with Member's participation in a NMLEA working group or committee, or developed by Member in connection with Member making a presentation at a NMLEA event. For purposes of this provision, "Content" means images, text, written works, standards, designs, graphics, pictures, business and product names, domain names, corporate names, logos, slogans, inventions (whether or not patentable), processes, formulae, industrial models, specifications, data, databases and data collections, technology, methodologies, course designs and instruction material, powerpoints, handbooks, student material, computer programs (including all source codes, object codes, firmware, software, development tools, files, records and data and improvements thereof), software and any and all other copyrightable material. Content shall be the exclusive property of NMLEA (becoming NMLEA Content) and NMLEA shall have the right to use the Content, or any part or parts thereof, as it sees fit. Member will not seek, and will require its officers, directors, employees, agents and independent contractors acting on its behalf, not to seek, patent, copyright, trademark, registered design or other protection for any rights in any such Content. Member agrees that it shall require its personnel, at NMLEA's expense, to take any actions and execute all documents as NMLEA may reasonably require to vest in NMLEA or its nominees the rights referred to herein and to secure for NMLEA or its nominees all right, title and interest in and to the Content.

Online Payment Center Terms and Conditions

By accessing or using NMLEA's online payment service, Member agrees to be bound by all applicable terms and conditions. NMLEA may modify the terms and conditions at any time, with or without notice.

The NMLEA online payment service is provided to Member to facilitate payment of dues, sponsorships and other products and services. Member will receive a confirmation once payment has been received. PayPal Payflow Gateway, a third party service, processes payments.

NMLEA 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. NMLEA 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. NMLEA 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 NMLEA. Member expressly agrees that its use of this service is at Member's sole risk. Member agrees that it will not intentionally provide false information when accessing or using the NMLEA's online payment service.

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

For questions regarding using this online payment service, please contact Membership@nmlea.org.

Recurring Payment Authorization (Credit Card/Debit Card)

By applying for recurring payments, Member accepts these terms and conditions authorizing NMLEA to

charge the credit card or debit the debit card account that Member has specified in the amount of the balance due as part of Member's NMLEA membership. Member agrees that the payment card specified by Member for automatic bill payments to NMLEA is, and will continue to be, an account that Member owns, and that Member will maintain sufficient availability under Member's credit card limit, or sufficient funds in the account linked to Member's debit card, as applicable, to pay Member's NMLEA bill. The automatic charge to Member's credit card or debit to Member's debit card account will occur on or after the first day of the applicable month. Once the payment has been processed, Member will receive an electronic (email) notification that payment has been applied to Member's card for the sum of Member's partial membership dues from the NMLEA's finance department.

These terms and conditions will constitute Member's copy of Member's recurring payment authorization to NMLEA. Member should print and retain a copy of this recurring payment authorization for Member's records.

Recurring Payment Authorization Cancellation

Member may cancel its recurring payment authorization to NMLEA at any time.

Disclaimers; Limitation of Liability

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Governing Law and Venue

These Terms and Conditions shall be construed, enforced and performed in accordance with the laws of the State of Colorado, without reference to its principals of conflicts of laws, to the extent not pre-empted by federal law. The United States District Court or any State Court located in Denver, Colorado and shall have exclusive jurisdiction over the parties to enforce these Terms and Conditions.

If you have any questions in regards to the information in this document, please contact NMLEA@NMLEAglobal.com.