



Membership Agreement

This Membership Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of signing date by and between the following parties:

Barangay Assistance Network Development Foundation, Inc. ("Organization"), a corporation, incorporated under the laws of the state of Washington, having its principal place of business at the following address:

5th Floor Richville Corporate Tower, Madrigal Business Park,
Ayala Alabang, Muntinlupa City 1780
Website Address: www.barangayassist.net
Email: info@barangayassist.net

and

All current and future members of the Organization, specifically here the following member:

Family Name:
First Name:
Middle Name:
Date of Birth:

"Member" specified above, is the current individual agreeing to the terms of this Agreement, having a residence at the following address:

Zone or Street:
Barangay:
City or Municipality:
District:
Province:
Region:
Country:

Organization and Member may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Organization is designed for the following purpose, elaborated on more fully below:

Humanitarian, Non-Profit and Economic

WHEREAS, Member would like to join Organization and acknowledges and agrees to be bound by the terms and conditions listed herein;

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do agree as follows:

Article 1 - MEMBERSHIP:

This Agreement forms a legally binding agreement between Member and Organization and governs the Member's access and use of the Organization's website and any services thereon (collectively the "Membership Services"). Hereinafter "you" or any third-party pronouns will refer to Member.

BY ACCESSING OR USING ANY OF THE MEMBERSHIP SERVICES AND BY SIGNING THIS AGREEMENT THROUGH PAPER OR ELECTRONIC MEANS, YOU AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT AND ANY AMENDMENTS THERETO. READ THIS AGREEMENT CAREFULLY BEFORE USING ANY OF THE MEMBERSHIP SERVICES, ESPECIALLY SINCE THIS AGREEMENT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS REQUIRING BINDING INDIVIDUAL ARBITRATION, AND LIMITING YOUR RIGHT TO BRING A LAWSUIT OR CLASS ACTION. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY CEASE USE OF ANY OF THE MEMBERSHIP SERVICES.

Article 2 - MEMBERSHIP SERVICES:

The Membership Services specifically provided by Organization are as follows:

- 1. "Global Filipino Membership Card" and GFMC Smartphone provided for free to all members, a Financial Inclusion Program of BAN**
- 2. BAN Rice Supply and Price Stabilization Progeram**
- 3. BAN Farms - A JV in Farming with Buy Back Option**
- 4. TNL - A chain of Stores for Commodities Swap, Loyalty Rewards and Services**
- 5. BEDECO - Regional Global Economic Zone in the Philippines and other countries in Asia**
- 6. BAN HAUS - Housing Development with flexible payment of up to 20 years.**

Article 3 - DISCLAIMERS:

Organization is in no way responsible or liable for Member's interactions with others and Member's actions and interactions are Member's sole and exclusive responsibility. Organization is also not responsible or liable for any content posted by other Members. If Member provides any content for posting to Organization, Organization shall be permitted to use such posted content for any legal purpose, as a royalty-free license, but otherwise claims no proprietary rights in Member's content.

Article 4 - REGISTRATION:

Member may be asked to register to use the Membership Services. Member will choose a unique identifier and password. Member is responsible for ensuring the continued accuracy, security, and confidentiality of this information. Member may also be asked to provide billing information, which will be subject to the same requirements of accuracy, security, and confidentiality. Providing false or inaccurate information, or using the Membership Services for fraud or unlawful activity are grounds for immediate termination membership and this Agreement.

Article 5 - USE:

Member agrees not to use the Membership Services for any unlawful purpose or any purpose prohibited under this clause. Member agrees not to undertake any action which may damage the Organization in any way.

Member further agrees not to use the Organization or Membership Services in any of the following:

1. To harass, abuse, or threaten others or otherwise violate any person's legal rights;
2. To violate any intellectual property rights of the Organization or any third party;
3. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
4. To perpetrate any fraud and solicitation of monies.
5. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
6. To publish or distribute any obscene or defamatory material;
7. To publish or distribute any material that incites violence, hate, or discrimination towards any group;
8. To unlawfully gather information about others.
9. To misrepresent BAN and any of its members, services, programs, projects, materials, and information.
10. To violate any of the terms and conditions of this Agreement.

Article 6 - FEES:

Organization warrants and members and officers shall always uphold that **MEMBERSHIP AND REGISTRATION IS ALWAYS FREE.**

Article 7 - RELEASE:

Member hereby releases Organization, as well as any of Organizations affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from Member's dispute with any other Member.

Article 8 - TERMINATION:

This Membership Agreement shall continue until the occurrence of the following event:

Violation of the Terms and Conditions Found in this Agreement or at the discretion of either Party.

This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by the Member. This Agreement will also immediately terminate upon the death of the Member, the inability of the Member to follow rules and regulations of the Organization, the liquidation, dissolution or discontinuance of the Organization by the Organization in any manner, or the filing of any petition by or against the Organization under federal or state bankruptcy or insolvency laws.

Article 9 - LIMITED LICENSE:

Member acknowledges and agrees that the Organization's name, services, and any logos, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by the Organization or its affiliates, licensors, or suppliers.

Member acknowledges and agrees that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of Organization and its affiliates, licensors, and suppliers.

Member expressly agrees not to do anything inconsistent with Organization's ownership of all of the intellectual property discussed herein. Member further agrees that there are no rights, title, or interest in or to any Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of Organization or any third party.

For any Membership Services which enable Member to use any software, content, equipment or other physical or non physical materials owned or licensed by Organization, Organization grants Member a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Services, and any related software, content, equipment or other materials FOR PERSONAL, NON-COMMERCIAL USE ONLY.

Article 10 - RESTRICTIONS:

Member is prohibited from selling, reselling, or making commercial use of the Membership Services, unless Member has specifically an executed agreement with Organization that expressly allows for such activity.

Article 11 - THIRD-PARTY SERVICES:

Certain Memberships Services may integrate, be integrated into, or be provided in connection with third-party websites, services, content, and/or materials ("Third-Party Services"). Organization does not control any Third-Party Services. The organization makes no claim or representation regarding the third-party services and accepts no responsibility for the quality, content, nature, or reliability of Third-Party Services. There is no implied affiliation, endorsement, or adoption by the Organization of these Third-Party Services and Organization shall not be responsible for any content provided on or through these Third-Party Services.

Article 12 - MEMBER CONSENTS:

Member agrees and verifies that all of the information they have given the Organization and its representatives is accurate, up to date, and without the omission of any requested information. Member agrees and verifies that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold the Organization harmless against all liability for

any damages that may occur to Member or others because of Member's actions or inactions. Member agrees to notify the Organization Membership Group of any changes or upcoming changes concerning their personal information.

Article 13 - ASSUMPTION OF RISK:

Member agrees and understands that their participation in the Membership Services may involve risks. These risks may lead to tangible or intangible harm, and Member agrees that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, Member chooses, of their own will and volition, to continue participating in the Membership Services.

Article 14 - INDEMNIFICATION:

Member agrees to defend and indemnify Organization and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Member's use or misuse of the activities, Member's breach of this Agreement, or Member's conduct or actions. Member agrees that Organization shall be able to select its own legal counsel and may participate in its own defense, if so desired.

Article 15 - REPRESENTATION:

Member agrees that they are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement. If member is below 18 years of age (12 years old and above), parent or legal and authorized representative shall sign for the member.

Article 16 - ENTIRE AGREEMENT:

This Agreement constitutes the entire understanding between the Member and the Organization with respect to any and all use of the Membership Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

Article 17 - COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

Article 18 - SURVIVAL:

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

Article 19 - SEVERABILITY:

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

Article 20 - DISPUTE RESOLUTION:

In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the county and state noted in the GOVERNING LAW provision of this Agreement. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing law of The Republic of the Philippines. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Organization will not be subject to arbitration and may, as an exception to this subpart, be litigated.

Article 21 - GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the internal laws of The Republic of the Philippines without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the city courts located in Muntinlupa City, Philippines.

Article 22 - NOTICES:

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by email or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this section.

Article 23 - HEADINGS:

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

IN WITNESS WHEREOF, the Parties execute the Agreement as follows:

Member

Member Signature

FOR:

Barangay Assistance Network Development Foundation, Inc. (BAN)
Organization

Organization's Representative Name

Organization's Representative Signature