

## **Membership Terms of Use**

This Membership Terms of Use (the Terms) is effective immediately upon the purchase of a membership by and between the ParsonsTKO Data Innovation Studio, hereinafter referred to as "Studio", accessed via Studio platforms, including email, video conference, Studio web portal and www.parsonstko.com with a business address of 700 12th St N.W, Suite 700 PMB 94552, Washington, District of Columbia 20005, and all current and future members of ParsonsTKO Data Innovation Studio hereinafter referred to as "Member".

By accessing, browsing or using the Studio platforms or by selecting I Accept during the membership registration, you represent that you have read, understand and agree to be bound by the terms and conditions of this Membership Agreement hereinafter referred to as Agreement.

### **1. Nature of the Service**

The Studio is a professional leadership network facilitating the exchange of ideas and information between people. The Studio provides to its members benefits such as but not exclusive to:

- Participate in specific Studio studies through surveys, interviews, group working sessions, and asynchronous collaboration designed to elicit novel ideas on the use of data in nonprofit organizations
- Attend reviews, trainings, methodology reviews, and other sessions designed at enabling Client staff to benefit from Studio findings
- Participate in PTKO facilitated conversations with other members of the program to foster inter-institutional collaboration
- Contribute to and access data resources shared with other members to highlight relevant benchmarks and other insights of overlapping interest
- Receive emails and links to reports and written documentation of research and design projects related to any study
- Networking and facilitated conversations with other members on areas of interest.

### **2. User Registration and Information**

Member shall fill in the correct information requested in the User Registration form on the site. Member shall be required to promptly update the User Information on the site.

### **3. Member Submitted Content**

The Content includes messages and other materials posted to forums, groups, or other Studio platforms by Studio staff and the members of the Studio. Member of the Studio is deemed to grant the Studio the nonexclusive right to post, display, copy, and modify the Content in connection with the operation of the Site and the Studios business. Further, the Member is deemed to grant the Studio the nonexclusive right to post, display, copy, and sell the Content within the limitations set by the Member during the online publishing process.

### **4. Studio Content & Copyright**

The Studio is the property of ParsonsTKO and is protected by U.S. and international copyright law and conventions. ParsonsTKO grants members the right to access and use the Studio, its platforms and materials so long as its use is for the benefit of Member organizations and the

Member does not alter, copy, disseminate, redistribute or republish any content or feature of this Studio.

#### **5. Release**

If the Member has a dispute with one or more other Members, the Member shall release the Studio (and its officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

#### **6. Privacy**

Studio shall not sell or rent Members personal information or data supplied in use of Studio studies to third parties.

#### **7. Indemnity**

Member shall indemnify and hold the Studio (and its officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Members breach of this Agreement, or Members violation of any law or the rights of a third party.

#### **8. No Agency**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

#### **9. Terminating Membership**

Member shall choose to retire or delete the published content from the Studios site and it shall be no longer available or visible to other visitors. Terms regarding the status of the uploaded content shall remain applicable when the Member chooses to terminate the membership. Contents posted to the site, other than the published content, shall not be deleted or retired as a result of the Members termination.

#### **10. Governing Law**

This Agreement shall be construed under and governed in accordance with the laws of the District of Columbia.

#### **11. Arbitration.**

Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association.

#### **12. Limitation of Liability**

Member shall not hold Studio responsible for other user Members content, actions or inactions.

#### **13. Membership Term and Active Members**

Membership for an organization begins on the date of signing this agreement and will continue through 12/31/2021

Membership is inclusive of any staff from an entire organizational member.

ParsonsTKO Data Innovation Studio  
www.parsonstko.com  
Effective \_\_\_\_\_