



Membership Policy

1. Membership

1.1 Adherence to PBFA Policies. By applying for, accepting and/or continuing membership in PBFA, Member agrees to adhere to the PBFA Bylaws, Mission, and Values Statement, and all other policies and procedures established by the Board of Directors, as such presently exist and as they may be added or amended from time to time. Member further agrees to abide in the lawful decisions of duly constituted committees of the Association.

1.2 Membership Fees. Member agrees to pay all applicable membership dues and any fees or other assessments duly imposed on Members by resolutions of the Board of Directors. Member understands that the amount of such dues may be changed on an annual basis, and the fees at renewal may be different.

1.3 Publicity. Neither PBFA nor Member shall use the name of another member or associate in any form of publicity without the written permission of the other member or associate, provided that Member may publicly disclose and identify its own membership in PBFA in documentation, press releases, brochures and other materials, and PBFA (unless permission is requested in writing by Member) may publicly disclose and identify the membership of Member in PBFA in documentation, press releases, brochures and other materials, provided that all such references are truthful and accurate. Notwithstanding any such written request by Member, PBFA may disclose the membership of Member if required by law or any court of competent jurisdiction.

2. Withdrawal. A Member may, at any time, give notice of its intent to terminate its membership in PBFA. A Member shall have no right to a refund of any dues, fees or assessments paid prior to the termination of its membership. Upon withdrawal, membership shall be automatically terminated; however, the withdrawal of Member shall not affect any rights or obligations which by their nature survive such withdrawal.

3. General

3.1 No Implied Joint Venture. Membership in PBFA does not create a joint venture, partnership or other form of business association between PBFA and member, nor an obligation to develop, make available, use, license, buy or sell any information, product, services or technology.

3.2 Liability. Neither member nor PBFA shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance of obligations

arising out of PBFA membership due to any act of God, act of governmental authority, or due to war, flood, civil commotion, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

3.3 Arbitration; Conflict of Laws. Except as may be otherwise provided by PBFA policy, Member agrees to submit to binding arbitration, to be conducted by the Judicial Arbitration and Mediation Services, to resolve any disputes arising from membership in PBFA. Member agrees to conduct such arbitration in San Francisco, California. Any action related to this Agreement will be governed by California law, irrespective of conflict of law rules.

3.4 Waiver. Failure by PBFA to insist on strict performance or to exercise a right when entitled does not prevent PBFA from doing so later for that failure or a future one.