

National Association of Citizen Journalists, LLC
Membership Agreement and Policies and Procedures

RECITALS

The National Association of Citizen Journalists, LLC (hereafter referred to as NACJ) has been established with the intent to recruit, train and motivate individuals to become citizen journalists.

Member Applicants desire to join the NACJ and to receive the training and certification made possible by the NACJ.

NOW THEREFORE, The NACJ has established the following terms and conditions for all members (defined later) in order to best reflect the NACJ mission.

Please read these terms and conditions carefully.

By completing the electronic enrollment application and clicking on the “**Enroll Now**” button, you, as the Member Applicant, indicate your wish to pursue this opportunity with the NACJ and further indicate agreement with the statement on the Enrollment Page, “***I have read these terms and agree to be bound by them.***” Submission by you and acceptance by the NACJ of your enrollment shall form a binding agreement between you and the NACJ on the following Policies and Procedures. The parties hereby agree as follows:

AGREEMENT

DEFINITIONS

Citizen Journalist and Citizen Journalism: A citizen journalist is any citizen who gathers, researches, administers, analyzes, reports and publishes news and information within their community and beyond presenting an independent, reliable and accurate account of news and information essential to a full functioning democracy. Citizen journalists use a wide variety of resources and means of expression, many made possible by the World Wide Web, as well as other more traditional sources and vehicles usually without editorial oversight.

Member Applicant: Any individual submitting an application to become a member of the NACJ.

Member: Any individual who has completed the requirements for membership in the NACJ. “Member” as used in this document or in any other document or reference whether written or spoken does not refer to the legal ownership of the National Association of Citizen Journalists, LLC.

Membership Levels: From time to time a variety of membership levels will be established by the NACJ. Initially the membership levels will be three: Level 1: Intern, Level 2: Cub Reporter, and Level 3: Beat Reporter. The NACJ reserves the right to change the nomenclature of the membership levels, the requirements for membership at any level, and the rights and privileges of any membership level at any time and without prior notice. Only Beat Reporters who have completed the training prescribed by the NACJ will be Certified as a Citizen Journalist by the NACJ.

Certification, Certified: Certification is granted only to a Level 3 (Beat Reporter) member upon successful completion of the prescribed course of study. Certification by the NACJ does not imply any endorsement of the citizen journalist individually nor does it provide any editorial control or oversight of individual member's writings or broadcasts. Certification by the NACJ means only that the Member has successfully completed the course of study. The NACJ does not provide its members with any guarantee or promise of any kind of employment, reward, assistance, or assurance that any member or members will be published or broadcasted by any entity.

ENROLLMENT

- A. By submitting an electronic enrollment application, the enrolling Member Applicant certifies that all information contained therein is accurate and truthful to the best of the Member Applicant's ability.
- B. The completion and submission of a Member Enrollment Application does not necessarily constitute nor does it imply that a Member Applicant has automatically qualified to become a Member or that they are automatically qualified to receive Certification as a Citizen Journalist by the NACJ.
- C. The NACJ reserves the sole right to accept or reject any enrolling Member Applicant as a Member or subsequent applications for any reason permitted by law.
- D. Should any portion of the enrolling document be in any manner contradictory or inconsistent, the contradictory or inconsistent provision shall be interpreted in the manner consistent with the Policies and Procedures as set forth in the Application.
- E. A Member is an individual who has successfully completed the NACJ online enrollment application and agreement and paid the appropriate fee, and remains in good standing with the NACJ in accordance with these Policies and Procedures. A Member Applicant becomes an approved Member subject to NACJ's approval as a result of the online enrollment procedure.
- F. Upon approval by the NACJ, the Member Applicant will be authorized to receive such benefits as are outlined for the Membership Level to which they have applied.
- G. The term of contract is twelve (12) months from the date of enrollment.

DUTIES AND LIMITATIONS OF MEMBERS

- A. Members are independent citizen journalists and are not representatives of the NACJ. They may not present themselves as representatives of the NACJ, but as Members.
- B. Members have no authority to bind the NACJ to any contract or obligation of any kind.
- C. Members are not entitled to any pay or compensation of any kind from the NACJ as a result of their membership or as a result of their successful completion of training. Members are not entitled to any medical insurance, unemployment benefits, retirement benefits or any other benefits other than those defined in their Membership Level.
- D. Members in good standing are allowed to use the NACJ logo on business cards, letterheads, websites, etc. with the following words running beneath the logo: "Member 2009" (or appropriate year of membership).
- E. Members shall not make any unauthorized use of NACJ's name, corporate URL, copyrights, designs, logos, trade names, and trademark names(s), graphics, product images or names, and information, or other intangible commercial assets, registered or otherwise, to display or generate any advertising on third party Internet locations for the purpose of solicitation, driving any Internet traffic to the individual Member's website, or for any other advertising, marketing or promotion purpose without first entering into a separate, written licensing agreement with the NACJ that will be appended to and incorporated into this Agreement for each proposed use of any of the aforementioned names or devices. This includes without limitation, unauthorized solicitation, spamming, indiscriminate advertising, unsolicited bulk mailing of commercial email, instant messaging, auto-responders, cracking, hacking, warez, cybersquatting, or typosquatting in newsgroups, message boards, any type of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources including private, paid membership, or "closed group" forums, websites and publications, blogs, and audio and video sharing websites.
- F. Members are not allowed to utilize NACJ's name, corporate URL, copyrights, designs, logos, trade names, and trademark names(s), graphics, product images or names, and information, or other intangible commercial assets, registered or otherwise on websites, or third party Internet locations including, without limitation, locations that include or promote images or content that is, at any time and in any way unlawful, harmful, threatening, defamatory, libelous, obscene, harassing, hate-oriented, or racially, ethnically, or otherwise objectionable, such as websites that depict sexually explicit images, promote violence, promote discrimination based on race, sex, religion, nationality,

- disability, sexual orientation, or age, promote illegal activities, offer any illegal good or service, or links to any website that does so, or incorporates any materials which infringe or assists others to infringe on any copyright, trademark or other intellectual property rights.
- G. Members are prohibited from promoting NACJ Products and Services, through interviews with the media, articles in publications, news reports, or any other public information, trade, or industry information source, unless specifically authorized in writing by the NACJ. This includes without limitation unauthorized solicitation, spamming, indiscriminate advertising, unsolicited bulk mailing of commercial email, instant messaging, auto-responders, cracking, hacking, warez, cybersquatting or typosquatting in newsgroups, message boards, e-mail and other types of spam, banner networks, counters, chatrooms, guestbooks, IRC channels or through similar Internet resources including private, paid membership, or "closed group" forums, websites and publications, blogs, and audio and video sharing websites. All media contacts or inquiries pertaining to public relations issues shall be immediately referred to the NACJ by the Member.
 - H. Member agrees not to use the likeness of, [and/or] imply endorsement, of NACJ's Products and Services by any highly visible, public figure [and/or] celebrity without the specific, prior, written authorization of the endorsing public figure [and/or] celebrity for each use of the public figure's [and/or] celebrity's name [and/or] likeness.
 - I. Members agree not to create or reproduce, solicit or contract third parties for the purpose of creating, altering, or reproducing NACJ materials, or materials that are deceptively similar in nature, either in whole or in part, whether printed, or produced (or reproduced) by sound or video recording, or materials that reside on the Internet as they relate to the NACJ, or NACJ Products and Services.
 - J. Members shall not employ the use of any false, deceptive, hypothetical, or misleading claims regarding the NACJ or any NACJ Product or Service.
 - K. Members making legitimate and permissible use of the NACJ logo on websites, web logs, or other digital media shall make that logo a hyperlink to www.NACJ.us.
 - A. Members may not harvest names and addresses of other Members for the purpose of sending unsolicited email (spamming), bulk or otherwise, under any circumstances.
 - L. Members may not use the NACJ logo to create merchandise such as tee-shirts, ball caps, pens, etc. either for sale or for personal use.
 - M. Members may not harvest email addresses or other personal information from other members of the NACJ for personal use.
 - N. The NACJ reserves the right to immediately terminate the membership of any Member who knowingly and willingly disseminates any information that is false, libelous, or defamatory to individuals, corporations, governments, or any other entity.

- O. The NACJ reserves the right to immediately terminate the membership of any Member who knowingly and willingly plagiarizes the writing of any other person.
- P. In the event NACJ Policies and Procedures are violated, the NACJ may require the offending Member to immediately comply with corrective action in order to cure the violation(s), in addition to initiating other remedial actions (in accordance with NACJ Policies and Procedures) against the responsible Member including but not limited to the suspension or termination of Membership or the vigorous pursuit of other disciplinary action as the NACJ sees fit.

DUTIES AND LIMITATIONS OF THE NACJ

- A. The NACJ will maintain a website with information, training modules, resources, links and other materials relevant to the interests and activities of the members.
- B. The NACJ will provide access to all Members in good standing to the Members side of www.NACJ.us website according to their Membership Level.
- B. The NACJ will from time to time develop and make available to its members a variety of resources such as webinars, webcasts, white papers, digital communications, seminars, etc. according to the Membership Level of the individual Member.
- C. The NACJ reserves the right to charge for services and resources above and beyond those listed in the Membership Levels.
- D. The NACJ will not sell, rent or otherwise distribute the names, addresses, phone numbers or email addresses of its members to any other entity or individual.
- E. The NACJ reserves the right to utilize the names, addresses, phone numbers or email addresses of its members for the dissemination of information it deems potentially useful to the members.

Product and Service Refund and Return Policy

- A. NACJ Products and Services in most cases are digital in nature and immediately usable by the ordering party following successful payment and download. As such, NACJ Products and Services are non-retrievable nor returnable by or to the NACJ, and therefore non-refundable nor returnable by the ordering party by or to the NACJ.
- B. NACJ, at its sole discretion, reserves the right to make final approval or deny approval of any Product and Service exchange.
- C. Membership fees paid by Members are non-refundable unless there is a material breach of this Agreement by the NACJ, which material breach has remained uncured for a period of thirty (30) days from the date of written notice thereof to the breaching party.

Termination

- A. Termination. Either party may terminate this Agreement upon written notice for the material breach of the other party, which material breach has remained uncured for a period of thirty (30) days from the date of written notice thereof to the breaching party. Either party may terminate this Agreement upon thirty (30) days written notice to the other party for any reason.

Damages and Indemnities

- A. Indemnity. Each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims, demands, threats, suits, proceedings, losses, costs, expenses, or damages (including reasonable attorneys' fees) actually and reasonably incurred by the party seeking indemnification that result from an act or omission of the other party in the performance of this Agreement provided that the party seeking indemnification gives the other party prompt notice of the indemnification sought hereunder. Each party shall reasonably cooperate with the other party with regard to the duties and obligations contained in this Section. The terms of this Section are non-revocable and shall survive the termination of this Agreement.
- B. Limitation of Liability. Neither party to this agreement will be liable to the other party for any indirect, special, incidental, punitive, consequential, or exemplary damages arising from the subject matter of this agreement, regardless of the type of claim and even if that party has been advised of the possibility of such damages, such as, but not limited to, lost profits, loss of revenue or anticipated profits or lost business.

General

- A. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Colorado and without regard to conflicts of law principles.
- B. Independent Legal Review. The Member Applicant acknowledges that applicant has read this Agreement, including all Schedules, Addendums, [and/or] Exhibits and has had the opportunity to have this Agreement reviewed by an attorney of the applicant's choice. The Member applicant further acknowledges that the NACJ has not offered any legal opinion or advised the applicant regarding the advisability of entering into this agreement.
- C. Attorneys' Fees. In the event any proceeding or lawsuit is brought by NACJ or Member in connection with this Agreement, the prevailing

- party in such proceeding shall be entitled to receive its costs, expert witness fees, and reasonable attorneys' fees, including costs and fees on appeal.
- D. Forum. This Agreement shall be construed according to the law of the State of Colorado. Any claim for monetary damages arising out of this Agreement shall be resolved through binding arbitration conducted within the County of Arapahoe, State of Colorado by a single arbitrator chosen by mutual consent of the parties. The results of the arbitration shall be binding and may be converted to a judgment by the Arapahoe County Circuit Court. Each party shall bear its own attorney fees unless otherwise awarded by the Arbitrator.
 - E. Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by either party shall cause the other party irreparable damage for which recovery of money damages would be inadequate, and that such other party shall therefore be entitled to seek timely injunctive relief to protect such party's rights under this Agreement in addition to any and all remedies available at law.
 - F. Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at their current addresses or such other address as either party may designate for itself in writing.
 - G. No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.
 - H. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, earthquakes, material shortages, or any other cause which is beyond the reasonable control of such party.
 - I. Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.
 - J. Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

- K. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.
- L. Assignment. Neither this Agreement nor any rights or obligations of Member may be assigned by either party hereto in whole or in part.
- M. Modification. The NACJ reserves the right to revise the Contract in whole or in part, alter its fees, conditions, and billing methods at any time at its sole discretion. Written notice of material revisions to the aforementioned will be provided Members by NACJ within thirty (30) days of the date of effect of said revisions. In the event the Member disagrees with any proposed revisions, their sole remedy is to cancel their Membership in the NACJ prior to the effective date of any revision. In the absence of cancellation, the Member will be bound by the revisions as of the effective date of said revisions.
- N. Refunds or reversals of charges. Members are not entitled to refunds or reversal of charges for any NACJ Product and Service in the event they cancel their Membership with the NACJ due to revision disagreement.
- O. It is the sole responsibility of the Member to remain in compliance with the Policies and Procedures set forth above and to check the website (www.NACJ.us) or other portals frequently for updates.
- P. Entire Agreement. This Agreement, together with the Exhibits and Schedules hereto, completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter.

EXECUTED as of the date of enrollment approval.

* A facsimile of this instrument shall have the same legal force and effect as the original.