

Membership Agreement for SDRES

The following terms and conditions govern the San Diego Renewable Energy Society (SDRES)® Membership and the benefits available thereunder (the "SDRES membership"). **ALL PERSONS SUBSCRIBING TO THE SDRES SERVICE ARE URGED TO READ THE MEMBERSHIP TERMS & CONDITIONS CAREFULLY AND IF YOU HAVE ANY QUESTIONS TO CONTACT AN SDRES REPRESENTATIVE AT ATTN: MEMBERSHIP, SDRES, P.O. Box 23490 San Diego, CA 92123-3490.** This membership terms & conditions (the "Membership Terms & Conditions," or "Agreement") is made between San Diego Renewable Society. ("SDRES"), a Non-Profit corporation located in San Diego California and the person registering for membership or otherwise specified on the SDRES membership card. ("you" or the "Member").

1. **Description of SDRES Membership.** Each Member is entitled to receive discounts, benefits on specified products and services offered by participating vendors ("Benefits").
 - a. All Benefits, including, without limitation, a then current listing of participating vendors, are accessible online at <http://www.SDRES.com> (the "Benefits Website"). To access Benefits or information related to Benefits or the SDRES Service from the Benefits Website, a Member will be required to be a member in good standing and enter his or her SDRES registered email address and password.
 - b. Discounts and other Benefits available to Members are based upon negotiated group discounts from participating vendor's usual and customary fees, or on national or regional fees for such Product. A Member's actual savings and benefits will vary depending upon Member's physical location in the United States and the specific Benefit. Discounts and other Benefits available to Members may not be combined with discounts from any other discount program.
 - c. All Benefits are subject to discontinuation, change, modification, improvement or substitution without notice and SDRES makes no representations or warranties with respect to, and accepts no responsibility or liability for, out of date or erroneous information related thereto.
 - d. SDRES has negotiated with the providers of Benefits in an attempt to acquire the best possible products, services and discounts for its members.
 - e. The membership fee for SDRES are subject to certain additional requirements as proscribed by SDRES members benefit sheet. Membership fees are non-refundable and payable for the Member's annual membership to the SDRES.
2. **Membership Term; Renewals.** A Member shall be entitled to all of the Benefits available to Members of the SDRES Service for the ensuing twelve-month period under the annual plan, commencing on the date of acceptance of the Member's application for enrollment for each twelve-month period thereafter (the "Membership Term"). SDRES reserves the right, at its sole discretion, to change the terms and conditions of this Agreement at any time, with or without notice to any Member, or to cancel this Agreement or the SDRES Service.
3. **Electronic Disclosure and Consent.** Your submission of an electronic application shall constitute your consent to receive any and all disclosures, notices and other communications including any notice that may be legally required to be provided to you regarding this Agreement, in electronic form. SDRES will provide all future disclosures and notices by sending an alert to the electronic mail address that you have provided. At your request, SDRES agrees to provide you with a paper copy of any amendments to this Agreement but SDRES will charge you a processing fee for such service.

- a. You have the right to withdraw this consent, but if you do SDRES will immediately terminate this Agreement and/or the SDRES Service. To withdraw your consent, please contact SDRES by sending such request to Attn: Membership, SDRES, P.O. Box 23490 San Diego, CA 92123-3490.
 - b. It is your responsibility to maintain accurate contact information in your member profile and contact SDRES immediately if your electronic or US postal mail address changes and you are unwilling or unable to update the information online. You can contact SDRES to inform SDRES of such changes through the website.
4. **SDRES Membership Fee; Renewal Fees.** The current SDRES Service membership fee (the "Membership Fee") will be automatically billed to Member's designated credit card account or other authorized billing source (e.g., debit card) on an annual recurring basis as authorized upon enrollment. Any Member who uses a debit card as the designated credit card account acknowledges that **SDRES will not be responsible for any fees or penalties associated with insufficient funds, bounced checks or any other form of fee due to a charge of the Membership Fee to a debit card provided by the Member.** Unless Member cancels membership in the SDRES Service or alters their auto-renewal status through the member profile online pursuant to Section 6 of this Agreement prior to the end of Member's then-current Membership Term, SDRES will automatically renew membership at the end of such then-current Membership Term as authorized upon enrollment and bill the then-current renewal Membership Fee to the designated billing source.
5. **Right to Cancel; Refund of SDRES Membership Fee.** Members have the right to terminate this Agreement and membership in the SDRES at any time. A Member may cancel this Agreement and membership in the SDRES sending such request to Attn: Accounting, SDRES, P.O. Box 23490 San Diego, CA 92123-3490. If Member cancels their membership before the end of a Membership Term for which Member has paid the Membership Fee, the Member cannot receive a refund of such Membership Fee nor any portion thereof. Member will remain liable for any other fees or charges to be paid pursuant to this Agreement or the SDRES Service. If Member feels that they have been billed multiple times for the Member Service for one Membership Term, Member should promptly send notice of such, including all membership contact details, billing dates, transaction details and the credit card and/or debit card number that it was billed to Attn: Accounting, SDRES, P.O. Box 23490 San Diego, CA 92123-3490.
6. **Disclaimer of Liability.** Vendors. SDRES shall have no liability in regard to any services provided, or to be provided, by any non-affiliated third-party sponsor, affiliate or vendor ("Vendor"). All Vendors are independent contractors and not employees, partners or joint venture partners with SDRES. SDRES shall have no liability in regard to any Benefits provided, or to be provided, by any Vendor. You agree that claims with regard to services shall be made against the Vendor providing or performing such services and not SDRES. Although SDRES upon request by the member, will endeavor to intervene in conjunction with a member experiencing a problem or discrepancy with a Vendor, in the event any product or service purchased by a Member is canceled, modified, defective, or otherwise unsatisfactory to the Member, the Member will look solely to the provider, seller, merchant or manufacturer of the product or service for any repair, exchange, refund or satisfaction of claim. Member understands and acknowledges that SDRES cannot force vendors to provide any product, service or promotion and that Vendors are free to run their businesses as they see fit and begin/halt such efforts at their own discretion.
7. **SDRES Member Representation and Obligations.** In return for the discounts and benefits available under the SDRES Membership , each Member acknowledges such Member's obligations to SDRES as follows: (a) you have read the "Membership Terms & Conditions" carefully, and understand the provisions of the SDRES Membership and the billing method for the payment of the annual Membership Fee; (b) You may cancel your membership in the SDRES at any time prior to the conclusion of the then current Membership Term and will not be entitled to a refund of the pro rata unused portion of the Membership Fee, (c) the Membership Term will renew automatically effective the first day

following the conclusion of the existing Membership Term unless you elect to cancel in accordance with this Agreement; (d) the benefits of membership in the SDRES are not assignable without the express written consent of SDRES. **You agree not to share any proprietary information supplied you by the SDRES including but not limited to coupon codes, discounts, incentives, and the like to any third-party, individual, entity or institution. A violation of this provision will result in your forfeiture of membership in SDRES, potential legal action from SDRES and its Members and/or potential legal action from the Vendor;** and (e) SDRES assumes no responsibility for the payment of or contribution to any use or sales tax on Benefits that may be imposed by any state or federal taxing authority and such taxes, to the extent imposed, shall remain the sole responsibility of the Member or the direct provider of the Benefits, as the case may be.

8. **Governing Law; Arbitration.** This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute arising between you and SDRES will be submitted to arbitration in the State of California in accordance with the rules of the American Arbitration Association then in effect. Nothing herein stated shall deprive you of the benefits of your state's consumer protection laws.
9. **Disclaimer of Warranties.** SDRES is not a merchant, manufacturer, or direct provider for many of the Benefits made available to Members. **ACCORDINGLY AND UNLESS A VENDOR HAS AGREED OTHERWISE, ALL PRODUCTS, SERVICES, ADVICE, MERCHANDISE AND INFORMATION AVAILABLE TO MEMBERS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE ABOVE, NO WARRANTY OR GUARANTY IS GIVEN REGARDING THE COMPLETENESS, ACCURACY, RELIABILITY OR QUALITY OF ANY INFORMATION, CONTENT, DATA, SERVICE, ADVICE, SERVICE, PRODUCT OR MERCHANDISE PROVIDED OR AVAILABLE TO, OR PURCHASED BY MEMBERS.**
10. **General Release.** Each Member, for himself/herself, and on behalf of any person who uses the Benefits available through the SDRES Membership ("**Membership Beneficiary**"), **hereby forever releases, acquits and discharges SDRES from any and all liabilities, claims, demands, actions and causes of action that such Member or such Member's legal representatives may have by reason of any monetary damage or personal injury sustained as a result of or during the use of any and all Benefits available through the SDRES. The sole recourse available to a Member, Membership Beneficiary or their legal representatives shall be the cancellation of the Membership.**
11. **Receipt of Mail.** **SDRES cannot guarantee that it receives any mail that Member claims to have sent. Member should, at Member's own expense, send any notices to SDRES in a form to ensure to Member that their communication** arrived at SDRES, which form may include but not be limited to FedEx, UPS, USPS Return Receipt Requested and USPS Certified Mail.
12. **Entire Agreement.** The foregoing Membership Terms & Conditions contain the entire terms and agreements in connection with Member's participation in SDRES Membership and no representations, inducements, promises or agreement, or otherwise, between SDRES and the Member not included herein, shall be of any force or effect. If any of the foregoing terms or provisions shall be invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby.
13. **Binding Effect.** The foregoing Membership Terms & Conditions shall be binding upon and inure to the benefit of SDRES and the Member as well as their respective successors and permitted assigns.

Date: _____

Company Name: _____

Signature: _____

Print name: _____

Its: _____

Signature: _____

Chairman
San Diego Renewable Energy Society