



MEMBERSHIP AGREEMENT

Congratulations on being selected to become a member of the African American Film Critics Association ("AAFCA"). To become a member, you must agree to the terms and conditions of this Membership Agreement (the "Agreement"). This Agreement is made by and between AAFCA (also referred to herein as "us," "we," and "our") and you (referred to herein as "you," "your" or "member").

BY CLICKING THE "ACCEPT" BUTTON OR SIMILAR AGREEMENT APPROVAL BUTTON TO WHICH THIS AGREEMENT IS ASSOCIATED OR BY CHECKING ANY ACCEPTANCE CHECK BOX PRESENTED IN ASSOCIATION WITH THIS AGREEMENT, YOU CONSENT AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE CONTACT AAFCA FOR A REFUND OF ANY PRE-PAID BUT UNUSED MEMBERSHIP FEES.

1. **MEMBERSHIP LEVELS.** AAFCA membership is extended or denied to individuals in the sole discretion of AAFCA. AAFCA membership generally has four (4) levels, subject to change in the sole discretion of AAFCA, each of which have the following requirements, which AAFCA may in its sole discretion waive in whole or in part:

- 1.1. **Active Membership:** An active member is defined as a member who writes regular film criticism for print, radio, online, and television based in the United States of America, with a minimum of twenty-four (24) articles to qualify for consideration. Active members must demonstrate a consistent presence in the critique of films released commercially in the United States of America.
- 1.2. **Associate Membership:** An associate member is defined as a member who writes regular film coverage for print, radio, online, and television. Associate members must demonstrate an affiliation with an established media entity by providing a written letter (on company letterhead) qualifying such affiliation. A minimum of twelve (12) samples of professional quality film critiques (print, radio, TV) is required for consideration.
- 1.3. **Academic Membership:** Candidates for Academic Membership are required to work at a fully-accredited academic institution in Mass Communication, Liberal Arts or TV/Film disciplines. Please submit a query for consideration at membership@aafca.com.
- 1.4. **Student Membership:** Students who are attending an accredited college or university and are majoring in journalism or broadcast media.

Meeting the requirements for any given membership level does not guarantee any individual will be offered or allowed to remain a member.

2. **MEMBERSHIP BENEFITS.** Persons who are Active Members of AAFCA, as defined in Section 1.1, will receive the following benefits:

- 2.1. Complimentary AAFCA quarterly newsletter (4 per year).

- 2.2. Member spotlight on AAFCA website (quarterly as selected by AAFCA Membership Committee).
 - 2.3. An opportunity to participate on the Voting/Nominating committees for the NAACP Image Awards, Soul Train and BET Awards, among others.
 - 2.4. Professional interaction with a network of film journalists.
 - 2.5. Professional network opportunities with industry professionals – DGA, WGA, SAG.
 - 2.6. Special “AAFCA” only forums with industry professionals.
 - 2.7. Lecture opportunities to college groups and film festivals.
 - 2.8. AAFCA discounts to select film festivals.
 - 2.9. AAFCA discounts for industry award shows.
 - 2.10. AAFCA member discounts for journalism conferences.
3. **MEMBERSHIP FEES.** The first Annual Membership Fee is due immediately upon admittance to membership and thereafter on an annual basis during the Annual Renewal Window set forth in Section 4 of this Agreement. Failure to make timely payment of your Annual Membership Fee may result in suspension or termination of your membership. Annual Membership Fees may be changed in AAFCA's sole discretion each Annual Renewal Window for existing members, by amending this Agreement, or by AAFCA posting new Annual Membership Fees on its website (www.aafca.com). In the event of a conflict in stated Annual Membership Fees between these methods of changing fees, in order of precedence, the following terms shall control: 1) as to existing members, the Annual Membership Fee stated in a renewal notice for the then occurring or upcoming Annual Renewal Window; 2) the Annual Membership Fee set forth on the AAFCA website; and finally 3) the Annual Membership Fee set forth in this Agreement as amended. Annual Membership Fees per Annual Membership Term are as follows:
- 3.1. **Active Membership:** \$50.00
 - 3.2. **Associate Membership:** \$35.00
 - 3.3. **Academic Membership:** \$35.00
 - 3.4. **Student Membership:** \$15.00
4. **MEMBERSHIP TERM.** Memberships are initially granted for the Annual Membership Term during which you are granted membership. Annual Membership Terms run from September 1 to August 31 of the following year, meaning that regardless of when you become a member and pay your first Annual Membership Fee, your first annual membership will expire on the following August 31. AAFCA may renew or not renew your annual membership in its sole discretion. To continue your membership for the next Annual Membership Term, if membership is renewed by AAFCA, you must make payment of your Annual Membership Fee during the Annual Renewal Window which runs from August 1 to September 30 of each year. AAFCA reserves the right to accept payment for late Annual Membership Fees paid after the Annual Renewal Window, but may charge additional late fees.

5. **TRUTHFULNESS IN INFORMATION PROVIDED TO AAFCA.** To be offered a membership in AAFCA, you may have been required to fill out an application or provide AAFCA information about yourself, your career or experiences, your professional credentials, or other information about yourself including contact information such as your name, e-mail address, phone number, and physical address. It is a condition of your membership that all the information you provide to AAFCA is and will be correct, current, and complete. If AAFCA believes the information you have provided is not correct, current, or complete, AAFCA has the right to suspend or terminate your membership at any time, without notice.
6. **VOTING REQUIREMENT.** Voting is a necessary obligation and condition of membership. From time to time you will be presented with voting opportunities as a member. Your participation in voting is mandatory. If you do not participate in voting when requested, AAFCA may suspend or terminate your membership.
7. **MEMBER CODE OF CONDUCT.** Your actions as a member of the AAFCA may reflect positively or negatively on both the AAFCA and its other members. For that reason, as a member of the AAFCA, you agree that you must comport yourself with the highest standards in the industry and your failure to do so may result in your suspension or termination of membership. If you become the subject of public disrepute, contempt, or scandal that affects your image or goodwill, or that may negatively impact the image or goodwill of AAFCA or its members, then AAFCA may suspend or terminate your membership, in addition to any other rights and remedies that AAFCA may have hereunder or at law or in equity. In addition, to avoid suspension or termination of your membership, in particular and without limitation, you agree that you will not engage in activity that:
 - 7.1. is discriminatory, abusive or intolerant of a person or group's race, ethnicity, sex, gender, sexual orientation, age, disability, religion or nationality;
 - 7.2. threatens or abuses others, wishes for the physical or mental harm, death, or disease of individuals or groups, encourages or glorifies mass murder, violent events, or specific means of violence in which or with which certain groups have been the primary targets or victims,
 - 7.3. that libels, defames, invades privacy, stalks, harasses (whether sexually harassing or otherwise), or threatens others;
 - 7.4. seeks to exploit or harm children;
 - 7.5. violates any law or may be considered to violate any law, or that advocates or incites illegal activity;
 - 7.6. impersonates or misrepresents your connection to any entity or person including without limitation AAFCA;
 - 7.7. reflects negatively on AAFCA or its members;
 - 7.8. uses your membership to harvests or otherwise collects information about other members, including without limitation contact information without their consent or the consent of AAFCA;
 - 7.9. violates the intellectual property rights of others including without limitation AAFCA; or
 - 7.10. disobeys any policy or regulations including any other code of conduct or other guidelines, established from time to time by AAFCA, regarding members.

You remain solely responsible for your acts, as are other members solely responsible for their acts. You acknowledge and agree that AAFCA may, but is not obligated to, take action against violators of this Agreement such as, without limitation, suspending or terminating the violator's membership, and that AAFCA does not assume or have any liability for any action or inaction it may take in response to any member violations.

8. **PROPRIETARY INFORMATION.** As a member, you may be given access to text, photos, videos, audio, websites, website portals, or other content in various forms, whether electronic, physical, or otherwise (collectively the "Content"). Unless otherwise stated by AAFCA, the Content is the proprietary information of AAFCA or the party that provided or licensed the Content to AAFCA. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, displayed, performed, licensed, modified, or transmitted in any way without the prior written consent of AAFCA. Neither title nor intellectual property rights of any kind are transferred to you by your membership.
9. **TRADEMARKS AND AFFILIATION.** Trademarks, service marks, logos pertaining to AAFCA and membership in AAFCA are the property of AAFCA. You hereby grant AAFCA the right to publicly state that you are a member of AAFCA. You are hereby granted the right to publicly state that you are a member of AAFCA; however, you may not state or insinuate an affiliation with AAFCA beyond your membership and you may not make statements that could be construed as approved, adopted, sponsored, or supported by the AAFCA without the express written consent of AAFCA. All rights granted herein are terminated upon the expiration or termination of your membership, except that each party may publicly reference your former membership so long as it is clear that you are no longer a member.
10. **FEEDBACK.** You hereby grant to AAFCA the royalty-free, perpetual, irrevocable, worldwide, sublicensable through multiple levels, transferrable, non-exclusive right and license to use, reproduce, make, modify, adapt, publish, translate, broadcast, create derivative works from, distribute, offer to sell, sell, import, perform, and display all suggestions, feedback, and other improvements you provide to AAFCA related to regarding the organization or your membership (collectively "Feedback"). You hereby waive in perpetuity all so-called "moral rights," rights of integrity, rights of paternity, rights of disclosure, rights of withdrawal, rights of attribution, rights to prevent attribution in the event of a distortion, mutilation, or modification, and all such analogous rights in or related to any Feedback. You represent and warrant that you have all the rights and permissions necessary to grant the above license, including without limitation any necessary licenses, waivers, or assignments of copyrights, patents, trademarks trade secrets, or other intellectual property rights, publicity rights, and privacy rights. AAFCA will not be required under this Agreement to treat any Feedback as confidential, and may use any Feedback to the full extent of its license without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future AAFCA products, services or other business operations.
11. **CONFIDENTIALITY.** Protection of Confidential Information as defined herein is necessary to protect not only AAFCA, but also fellow members. "Confidential Information" as used in this Agreement shall mean and collectively includes all technical and non-technical information including proprietary information, personally identifiable information, membership rosters, sponsorship and advertising relationships and terms; know-how, trade secrets, designs, processes, formulas, techniques, discoveries, inventions and ideas, product and service development plans, sales and marketing data and plans, pricing and cost information, customer and supplier information and any other technical or business information which AAFCA discloses or reveals to a member. You shall hold in trust and confidence for AAFCA any and all Confidential Information. Except as authorized in writing by AAFCA, you shall not disclose such Confidential Information to anyone, nor use such Confidential Information for any purpose. Your obligations with respect to confidentiality and use of Confidential

Information shall survive the expiration or termination of this Agreement. Your obligations regarding Confidential Information shall not apply to such information (a) which was already known to you prior to its disclosure by AAFCA; (b) which is or becomes publicly available without violation by you of your obligations hereunder; (c) which is rightfully received by you from third parties without obligations of confidentiality to AAFCA; (d) which is independently developed by you without the use of the Confidential Information; or (e) which is approved in writing by AAFCA for release or use by you without restriction. If a you receive a subpoena or other legally-issued administrative or judicial process demanding disclosure of Confidential Information (“Demand”), you must promptly notify the AAFCA, if allowed by law, to give the AAFCA an opportunity to seek a protective order or other appropriate remedy. Unless the Demand has been timely dismissed, you will thereafter be entitled to comply with the minimum requirements of that Demand. If requested by the AAFCA, you will cooperate (at the expense of the AAFCA) in the defense of a Demand. Any portion of Confidential Information that is disclosed as permitted under this section remains confidential for all other purposes.

12. **DISCLAIMER.** YOUR PARTICIPATION IN MEMBERSHIP IS AT YOUR OWN RISK. THE MEMBERSHIP IS PROVIDED “AS-IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. AAFCA DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT RELATED TO MEMBERSHIP AND THIS AGREEMENT.

ADDITIONAL DISCLAIMERS AND WARRANTIES MAY BE SET FORTH AS TO EVENTS OR OTHER OPPORTUNITIES MADE AVAILABLE TO YOU AS A MEMBER.

SOME JURISDICTIONS, MAY NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES INCLUDING WITHOUT LIMITATION OF IMPLIED WARRANTIES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13. **LIMITATION OF LIABILITY.** AAFCA, ITS SUBSIDIARIES, AFFILIATES, PARENT COMPANY, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OWNERS, AND DIRECTORS (THE "AAFCA PARTIES") WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, LOSS OF BUSINESS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF AAFCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN RELATION TO OR REGARDING YOUR MEMBERSHIP OR THIS AGREEMENT. IN NO EVENT WILL THE COLLECTIVE AND AGGREGATE LIABILITY OF THE AAFCA PARTIES TO YOU (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE AMOUNT YOU PAID TO AAFCA IN ANNUAL MEMBERSHIP FEES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY, OR THE MINIMUM ALLOWED BY LAW, WHICHEVER IS GREATER.

SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES TO PERSONAL OR PROPERTY DAMAGE, OR DAMAGES CAUSED BY THE NEGLIGENT OR WILLFUL ACTIONS OF THE AAFCA PARTIES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. **ADDITIONAL GOVERNING TERMS AND CONDITIONS.** Some opportunities presented to you as a member or otherwise may contain additional disclosures, terms and conditions or other legal terms

that apply to the goods and services being offered by AAFCA. Whenever you are presented these additional terms and conditions, disclosures, or other agreements, you are also bound by them.

15. **TERMINATION, SUSPENSION, OR RESTRICTION OF MEMBERSHIP.** AAFCA reserves the right, in its sole discretion, to terminate or suspend your membership, whether due to your breach of this Agreement or without cause, at any time, without notice, except that if AAFCA terminates your membership without cause during an Annual Membership Term for which you have paid your Annual Membership Fee, then AAFCA shall refund to you a pro-rated amount of that Annual Membership Fee based upon the number of days left in that Annual Membership Term. Upon termination or expiration of your membership for any reason, your membership benefits terminate as does your right to hold yourself out as a member. This Agreement terminates upon the expiration or termination of your membership, except that any provision of this Agreement that by its sense and context is intended to survive the termination of this Agreement shall survive this Agreement's termination, including without limitation Sections 8 through 13, 16 and 17.1.
16. **INDEMNITY.** You will indemnify and hold the AAFCA Parties harmless from any breach of this Agreement by you. You agree that the AAFCA Parties will have no liability in connection with any such breach, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, settlements, expenses, and attorney's fees by or against the AAFCA Parties in relation to your breach, including without limitation due to or incurred in defending against any claim, action, investigation, fine, or demand brought by a third party.

17. **MISCELLANEOUS.**

- 17.1. Irrespective of the place of execution or performance, this Agreement will be governed, construed, and enforced in accordance with the laws of the State of California, excluding choice of law principles of such State that would require the application of the laws of a jurisdiction other than California. The parties agree that any and all disputes or controversies arising under this Agreement or any of its terms, including, without limitation, any effort by any party to enforce, interpret, construe, rescind, terminate or annul this Agreement, or any provision thereof, or the determination of the scope or applicability of this Agreement to arbitrate, shall be resolved by binding confidential arbitration at the Los Angeles office of JAMS, or its successor ("JAMS") in accordance with the following procedure: either (i) the parties shall mutually select a neutral arbitrator or (ii) if the parties cannot agree on such arbitrator, AAFCA on the one hand, and you on the other hand, shall each select one neutral arbitrator and those two arbitrators shall then select a third neutral arbitrator to solely preside over the proceedings. Unless the parties agree otherwise, the neutral arbitrator will be a former or retired judge or justice of any California state or federal court with substantial experience in matters involving the entertainment industry. All arbitration proceedings shall be conducted under either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedures, except as modified herein, in effect at the time the request for arbitration is made (the "Arbitration Rules"). The Arbitration Rules are for review at [ADR Clauses, Rules, and Procedures | JAMS Mediation, Arbitration, ADR Services \(jamsadr.com\)](https://www.jamsadr.com). You and AAFCA acknowledge by entering into this Agreement that they both have had the opportunity to review the Arbitration Rules. AAFCA on the one hand, and you on the other hand further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of such proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator, the arbitrator's staff, the parties' attorneys and their staff, and any experts retained by the parties. YOU AND AAFCA, UNDERSTAND THAT EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THAT BOTH PARTIES ARE GIVING UP THEIR RIGHT TO HAVE ANY DISPUTE

BETWEEN AAFCA ON THE ONE HAND, AND YOU, ON THE OTHER HAND, RESOLVED IN A COURT OF LAW AND BOTH PARTIES AGREE THAT THE ARBITRATOR'S RULING IN THE ARBITRATION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO APPEAL OR CHALLENGE. To the fullest extent permitted by applicable law, no arbitration under this Agreement will be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise. Judgment on an award rendered by an arbitrator may be entered in any state or federal court within or without the State of California. Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AAFCA, AAFCA may seek injunctive or other relief, including without limitation a suit for money damages, in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of AAFCA's or any third party's intellectual property or proprietary rights, including without limitation the breach of any obligations relating to Confidential Information. You hereby irrevocably consent to non-exclusive jurisdiction and venue of the State and Federal courts of the State of California with respect to any such injunctive or other relief. You further acknowledge that AAFCA's rights in its intellectual property including without limitation its Confidential Information are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

- 17.2. AAFCA RESERVES THE RIGHT, FROM TIME TO TIME, WITH NOTICE TO YOU (WHICH MAY BE MADE BY AAFCA BY SENDING YOU A COPY OF, OR LINK TO, SUCH MODIFIED TERMS BY E-MAIL AT THE E-MAIL ADDRESS YOU PROVIDED), TO MAKE CHANGES TO THIS AGREEMENT IN AAFCA'S SOLE DISCRETION. YOUR CONTINUED MEMBERSHIP CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES, PROVIDED THAT YOU MAY INSTEAD REJECT SUCH CHANGES AND TERMINATE YOUR MEMBERSHIP AND AAFCA SHALL REFUND TO YOU A PRO-RATED AMOUNT OF YOUR ACTUALLY PAID ANNUAL MEMBERSHIP FEE FOR THE ANNUAL MEMBERSHIP TERM AT THE TIME OF TERMINATION BASED UPON THE NUMBER OF DAYS LEFT IN THAT ANNUAL MEMBERSHIP TERM. NO REFUND WILL BE MADE OF ANY ANNUAL MEMBERSHIP FEES WHERE AMENDED TERMS TO THIS AGREEMENT TAKE EFFECT UPON RENEWAL OF YOUR MEMBERSHIP, AND INSTEAD IN THAT CASE IF YOU REJECT THE MODIFIED TERMS, YOU MAY NOT RENEW YOUR MEMBERSHIP, AND RENEWAL OF YOUR MEMBERSHIP WILL CONSTITUTE ACCEPTANCE OF THE MODIFIED TERMS.
- 17.3. If any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable, shall be modified by the arbitrator or, where an action in court is allowed as stated in this Section of the Agreement, court of competent jurisdiction to reflect to the maximum extent possible the original intention of the parties as dictated by the original wording, and will not affect the validity and enforceability of any remaining provisions.
- 17.4. No waiver by AAFCA of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
- 17.5. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of AAFCA.
- 17.6. You agree that no joint venture, partnership, employment, or agency relationship exists between you and AAFCA as a result of this agreement or use of AAFCA's Services.

17.7. This Agreement constitutes the entire agreement among the parties relating to this subject matter and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and AAFCFA with respect to membership and the subject matter of this Agreement.

Effective Date: , 2021