

FB-ISAO

FAITH-BASED INFORMATION SHARING & ANALYSIS ORGANIZATION

FB-ISAO Membership Services Policies Ver. 1.2

By signing these Policies, Member signifies its agreement to all the terms and conditions hereof.

1. **Services and Obligations.** Member agrees that it will pay annual membership fees according to the then-current schedule of fees described on the FB-ISAO Website (“Site”). Membership is auto-renewable by credit card and member agrees to provide a valid and current credit card for the purpose of auto-renewal. In addition, Member acknowledges that the mission of FB-ISAO is to enable and preserve the public trust by advancing physical and cyber security protection and the ability to prepare for and respond to threats and vulnerabilities within the Faith-Based Community. Member agrees that it will endeavor to submit relevant information regarding its operations and otherwise relating to the FB-ISAO mission (“Member Information”) to FB-ISAO. In consideration of Member paying the required fees and performing its obligations under these Policies, FB-ISAO will provide THE Member with the EQUAL services and benefits AVAILABLE TO ALL MEMBERS.
2. **Public Identification; Trademark License.** FB-ISAO will not identify member organizations without their prior and explicit consent. Each party may use the name and logo (collectively, “Marks”) of the other on a non-exclusive basis during the Term, in connection with (a) publicizing the FB-ISAO and Member’s status as a Member, and (b) identifying information shared according to the terms of these Policies. No other use of either party’s Marks is permitted except with such party’s prior written permission.
3. **Membership Terms and Conditions and Information Sharing Policy.** By accepting this agreement, the Member agrees to the Membership Terms and Conditions and to the Information Sharing Policy.
4. **Term and Termination.** These Policies are effective from the date fee payment is received and shall continue if renewed for successive twelve (12) month periods on the anniversary date OF FEE PAYMENT, unless either party gives notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current membership term. Notwithstanding anything to the contrary contained herein, Member may terminate its participation in the FB-ISAO and agreement to these Policies at any time upon FB-ISAO’s receipt of notice thereof. In addition, these Policies shall terminate automatically, if: (a) Member is no longer a member in good standing of the FB-ISAO (including via breach of these Policies); (b) Member no longer satisfies all of the eligibility criteria for FB-ISAO membership or collaboration; MEMBERSHIP is restricted

to the Faith Based Community and its affiliated organizations; (c) Member is dissolved or liquidated; or (d) the operation of the FB-ISAO is terminated. If you have questions regarding eligibility contact: info@faithbased-isao.org.

5. **Vetting.** All prospective members of the FB-ISAO are vetted to ensure that members are US Citizens, legitimate faith-based organizations and that they do not support, espouse or otherwise promote hate of any kind. Prospective members must provide the name and contact information for an HR or supervisory person within the organization they are employed by or support (i.e., the house or worship you work for or volunteer at). Members also need to provide information on country of citizenship. Membership may be denied and/or revoked any time if any member is in violation of this provision.
6. **Confidential Information.** Both parties may, in connection with these Policies, disclose to the other party information considered confidential or proprietary information of the disclosing party ("Confidential Information"). Information shall be considered Confidential Information if marked confidential or proprietary, identified as confidential in nature by the disclosing party at the time of disclosure, or which by its nature is normally considered confidential or provides the disclosing party with a competitive advantage. Confidential Information includes, and is not limited to, Member Information and the specific terms and conditions of these Policies. The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event less than a reasonable degree of care.
7. **Licenses and Patents.** No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information by the disclosing party. The obligations of confidentiality hereunder shall survive the termination of these Policies for a period of five (5) years. The obligations of confidentiality under these Policies shall not apply to any Confidential Information that: (a) is rightfully received from a third party without disclosure restrictions; (b) is or becomes publicly available through no wrongful act of the receiving party; (c) is already known to the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or (d) is independently developed by employees of the receiving party or FB-ISAO members who have not had unauthorized access to such Confidential Information. The receiving party may also disclose Confidential Information to the extent required by applicable federal, state or local law, regulation, court order, or other legal process, provided the receiving party has given the disclosing party prior written notice of such required disclosure, unless prohibited by law or regulation, and, to the extent reasonably possible, has given the disclosing party an opportunity to contest such required disclosure at the disclosing party's expense.
8. **DATA CLASSIFICATION AND SHARING.** Without limiting the foregoing duties of confidentiality: Member acknowledges that it may receive information of other members of the FB-ISAO pursuant to its mission. Members will treat all information obtained as a result of these Policies according to the "Traffic Light Protocol" (information handling policy). All information is to be treated CONFIDENTIAL (TLP:AMBER) as default unless otherwise specified according to the [Traffic Light Protocol](#) (TLP). FB-ISAO follows TLP according to the [FIRST Standards Definitions and Usage Guidance](#). Information classified TLP:RED is not to be shared with any parties outside the communication which it was originally disclosed. Information classified TLP:AMBER can only be shared with members within their own organization, and with clients or customers who need to know the information to protect themselves or prevent further harm. Information classified TLP:GREEN may be shared with all members, and trusted entities as well as the broader

community but not publicly posted. TLP: WHITE is information that can be shared with anyone with no restrictions.

9. **WARRANTY.** Both parties warrant that they have the right to agree to these Policies and grant the rights and licenses made hereunder. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FOR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, OR NONINFRINGEMENT. THE SERVICES ARE PROVIDED “AS IS” AND FB-ISAO DOES NOT REPRESENT OR WARRANT THAT SERVICES WILL ACHIEVE ANY SPECIFIC RESULT OR REQUIREMENT FOR MEMBER, OR THAT SERVICES WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR FREE IN OPERATION. FB-ISAO DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY MATERIALS OR SERVICES, INCLUDING INFORMATION OF OTHER MEMBERS.
10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL FB-ISAO OR ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR CONTRACTORS (“ISAO ARTIES”) BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF DATA, USE, PROFIT OR REVENUE, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE ISAO PARTIES’ LIABILITY FOR ANY OTHER DAMAGES SHALL NOT EXCEED \$1,000,000. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE OR ANY OTHER BASIS.
11. **Modification.** These Policies may be modified by FB-ISAO without prior notice to Member. Notifications may be provided at the discretion of FB-ISAO. Changes may be highlighted and/or annotated for applicability.
12. **Notice.** Any notice required or permitted to be given under these Policies shall be given in writing and shall be hand delivered, telecopied, sent via email, sent by certified or registered mail or sent by overnight courier service to the above addresses, and in the case of notice to FB-ISAO must be directed to “ATTN: Mayya Saab, Administration and Finance” to be effective.

Effective date is merely the date of member Agreement. True FB-ISAO Membership effective date begins, on the date FB-ISAO receives full payment from organization listed above.

- Membership is a 12-month rolling period.