

Hudson Union Society ***Membership Agreement***

The Hudson Union Society (the “**Hudson Union**”) is delighted that you have chosen to become a member of Hudson Union (“**Member**”). This agreement (the “**Membership Agreement**”) outlines certain information relating to your membership at Hudson Union, including your rights, duties and obligations as a Member.

1. **Privacy:** Hudson Union proudly protects the privacy of its Members. Each Member’s profile and other information provided to Hudson Union shall be treated as confidential information by Hudson Union and will never be voluntarily shared by Hudson Union with any third-party. Notwithstanding the foregoing, inasmuch as Hudson Union regularly hosts high-profile speakers, at one or more Hudson Union events it may be necessary to (a) enlist the services of a third-party security services firm for the event and (b) provide such security services firm with a full list of our Members scheduled to attend the applicable event. Solely in such limited circumstances, each Member hereby authorizes Hudson Union to share his/her name with any such security services firm.
2. **Third Party Solicitations:** Hudson Union shall not solicit its Members on behalf of any third party and/or sponsor.
3. **Confidentiality:** Hudson Union hosts events with prominent individuals in the fields of governmental affairs and politics, military affairs, sports and entertainment, performing arts and the humanities, charitable affairs and other areas. These events are intended to be open and robust dialogues between such individuals and the Members of Hudson Union, facilitated by our interviewers. To maintain this goal, it is absolutely necessary that the matters discussed at Hudson Union events be held in strict confidence. It is for that reason that the Hudson Union maintains a “no press” policy at its events. Moreover, Members (and their guests) are required to treat the information discussed at any Hudson Union event as confidential, absent written agreement with the Hudson Union to the contrary. Accordingly, each Member hereby agrees that in no event shall the substance and details of Hudson Union conversations and events be used by such Member for any journalistic, promotional, or commercial purpose.
4. **Term of Membership:** Membership expires one (1) year after joining the Hudson Union (or one year after the renewal of a Member’s membership at the Hudson Union), in accordance with the terms and conditions of this Membership Agreement.
5. **Membership Dues:** Each Member shall be required to pay his or her annual membership dues in advance and in full (“**Annual Membership Dues**”). Annual Membership Dues is non-refundable and not subject to proration in any manner. The renewal of a Member’s membership shall be at the Annual Membership Dues for the full basic membership level, unless the Member elects to renew at a higher level.

Hudson Union Society Membership Agreement

6. **Automatic Renewal of Membership:** Each Member hereby acknowledges and agrees that Hudson Union is authorized to automatically renew his or her membership using the credit/debit card on file with the Hudson Union (the “**Membership Auto-Renewal**”). Such Membership Auto-Renewal shall be transacted by the Hudson Union’s outsourced credit card processing services company (“**RunMyClub**”) and will appear as a charge from **RunMyClub**, for the full Annual Membership Dues for the basic membership level. Such Membership Auto-Renewal shall be effective on the applicable anniversary date of the Member’s membership (“**Renewal Date**”). A Member may, at any time before five (5) business days prior to the applicable Renewal Date, opt-out of the Membership Auto-Renewal process by going to the “**Membership Profile**” section of the Hudson Union website and deactivating the Membership Auto-Renewal function associated with the Member’s membership. Each Member hereby agrees to contact Hudson Union with any credit/debit card changes.
7. **Renewal and Cancellation:** Membership is “at will” between Member and Hudson Union. Subject to the terms and conditions of this Membership Agreement, a Member may cancel his or her membership for any reason, at any time. Notwithstanding the foregoing, if a Member does not want to renew his or her membership (which shall occur pursuant to the Membership Auto-Renewal process described in Section 6., above), such Member may, at any time before five (5) business days prior to the applicable Renewal Date, opt-out of the Membership Auto-Renewal process by going to the “**Membership Profile**” section of the Hudson Union website and deactivating the Membership Auto-Renewal function associated with the Member’s membership; otherwise, Member hereby acknowledges and agrees that his or her membership shall be renewed under the Membership Auto-Renewal process (described in Section 6., above) and his or her credit/debit card on file with the Hudson Union shall be charged, at the full Annual Membership Dues for the basic membership level (and such membership shall be renewed for one additional year at the basic membership level).
8. **Revocation:** Hudson Union reserves right to revoke a Member’s membership at any time without cause. In the event a Member’s membership is so revoked, such Member shall forfeit his or her Annual Membership Dues.
9. **Safety:** To preserve a safe environment for our guest speakers, the Hudson Union staff, its Members and guests, Hudson Union reserves the right to refuse entrance of any Member (or Member’s guest) into any event, if it determines, in its sole and absolute discretion, that barring such person from the applicable Hudson Union event is warranted for safety-concern reasons.
10. **Dispute Resolution:** Member and Hudson Union hereby agree to resolve all disputes through arbitration.