



A 501(c)(3) Charitable Organization

Automatic Renewal Agreement

This Automatic Renewal Agreement (the "Agreement") is a legally binding agreement between you ("Member" "you" or "your") and the Easton Community Center, Inc (ECC). This Agreement sets forth your rights and obligations with respect to the automatic renewal and payment of your annual ECC membership. By clicking the "I Agree" button, you are indicating that you have carefully read this Agreement, understand it, and consent to be bound by all its terms and conditions. If you do not agree to the terms of this Agreement, you should click the "I Do Not Agree" button and stop the registration process.

- I. Terms, Fees and Payments. Member will select a membership level and payment option during the registration process. Membership levels and terms are subject to change, without notice, at the sole discretion of ECC. The foregoing notwithstanding, fee for memberships already paid for will not change for the duration of the period for which payment has been received. By accepting, Member authorizes a payment to ECC from your credit card. Member authorizes automatic recurring payments for automatic renewal. Member understands that any automatic recurring payment method or renewal authorization will remain in effect until withdrawn by Member or terminated by Provider. Member must make all payments by VISA, MasterCard, or American Express.
- II. No-Refund Policy. All fees paid and charges made prior to Member's proper termination, including but not limited to any advance charge or payment for the membership term during which you terminate your membership is nonrefundable. Member's termination of membership shall not relieve you of any obligations to pay accrued fees.
- III. Automatic Membership Renewal. The renewed payment option will be the same as the payment option being renewed. At the time of renewal, ECC will charge your credit card the then-current fees for the applicable membership level and term. If Member selects automatic renewal option and fails to notify ECC of the decision to terminate your membership pursuant to Section II of this Agreement, your membership will automatically renew at the end of each term.
- IV. Billing Date. ECC shall charge Member's credit card on the "billing date," based on the Member's activation date and payment option. For the purposes of this Agreement, "activation date" is twelve (12) months from the current expiration date or date of registration or fourteen (14) months from current expiration date for auto-renew registrations. Member authorizes ECC to charge Member's credit card on the date of this registration pursuant to Section I.
- V. Account Information. Member agrees to provide true, accurate, and complete information about yourself and your billing information as prompted by the registration process. Member agrees to update any and all contact and billing information as it changes. ECC will not be liable for any losses, damages or interrupted access to ECC products and services caused by Member's failure to provide and update accurate contact and billing information.
 - A. Termination. Member may terminate your subscription at any time by providing ECC with thirty days' written notice. If Member violates this agreement, ECC may, in its sole discretion, with or without prior notice, terminate your membership.
 - B. Limitation of Liability. Member retains the entire risk arising out of use of ECC products and services, including the risks associated with entering this Agreement for automatic renewal and payment.
 - C. Modification of This Agreement. ECC may, in its sole discretion, modify this Agreement at any time with or without notice.
 - D. Governing Law. This Agreement shall be governed by and construed in accordance with the Connecticut law, without regard to or application of any choice of law or conflict of law's provisions.
 - E. Merger Clause. This Agreement constitutes the entire agreement between Member and ECC relating to the rights and obligations of Member and ECC regarding the subject matter herein. This Agreement supersedes all prior oral and written communications regarding the same subject matter.
 - F. Severability Clause. If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, such provision shall be severed from this Agreement, and the severed provision shall not affect any other provision of this Agreement.