

Messaging, Malware and Mobile Anti-Abuse Working Group Membership Agreement

The online applicant hereby acknowledges and agrees that:

1. The applicant has completed an online membership application for membership in the Messaging, Malware and Mobile Anti-Abuse Working Group, Inc. (“M³AAWG”) and submitted it to M³AAWG electronically. The information contained in the applicant’s online membership application is incorporated herein by this reference.
2. Upon acceptance by the M³AAWG Board of Directors, the applicant’s online membership application and the terms contained herein shall represent a binding contract between the applicant and M³AAWG (the “Membership Agreement”) and commits the applicant to (i) pay annual membership dues and any other applicable fees within forty-five days after receipt of the applicable invoice from M³AAWG, and (ii) comply with all the terms and conditions of M³AAWG’s Certificate of Incorporation, Bylaws, Conduct Policy, Member Eligibility Criteria, Meeting Policy and Communications Policy (the applicant hereby acknowledging receipt of copies of these documents) and such rules and policies as the Board of Directors and/or committees thereof may from time to time adopt in its or their sole discretion (collectively, along with this Membership Agreement, the “M³AAWG Bylaws and M³AAWG governing documents”).
3. The applicant meets the eligibility criteria of membership set forth in Section 2.2(a) of the M³AAWG Bylaws and further described in the Member Eligibility Criteria, understands the admission process described in Section 2.2(b) of the Bylaws, and accepts the membership term and obligations described in Section 2.2(c) of the Bylaws.
4. Upon becoming a member of M³AAWG (a “Member”): (i) those terms of the Membership Materials that are required to effectuate the intent of M³AAWG and its Members, including without limitation, the provisions set forth in Article VIII (Indemnification) and Sections 2.2 (General Conditions of Membership), 2.6 (Rights in Intellectual Property), 2.9 (Termination or Suspension of Membership), 2.10 (Resignation by Member), 2.13 (Use of Names), 12.4 (Non-Disclosure) and 12.5 (Limitation of Liability) of the M³AAWG Bylaws, shall remain binding upon the applicant, notwithstanding the termination, suspension or resignation of applicant’s membership in M³AAWG and (ii) in the event the applicant fails to pay the aforementioned dues and fees within the time period allotted for such payment, M³AAWG may, in its sole discretion, (a) add a late penalty at a rate not to exceed one percent per month, or fraction thereof (or the highest rate permitted by law, whichever is lower), until such time as the applicant pays all amounts then due to M³AAWG, or (b) suspend or terminate the applicant’s membership in accordance with Section 2.9 of the Bylaws.

5. Full Members and Supporting Members may upgrade their membership class at any time by delivering written notice of such election to M³AAWG along with payment of an upgrade fee in an amount equal to: (i) the remainder of the then applicable annual membership fee for the Member's new membership class, prorated to take into account only the portion of the applicable membership year remaining after the date M³AAWG receives the Member's upgrade election notice, less (ii) all annual membership fees already paid by such Member for the applicable membership year.

6. M³AAWG may elect to avail itself of certain protections offered by the National Cooperative Research and Production Act of 1993, as amended (the "Act"), which requires disclosure of the names of all members of M³AAWG. Accordingly, the applicant hereby appoints such person who shall be the Chairman or acting Chairman of M³AAWG as the applicant's true and lawful attorney-in-fact and authorizes him or her to (1) notify government agencies of the applicant's membership in M³AAWG, (2) make, approve the form of, execute and deliver filings with government agencies on behalf of MAAWG and on behalf of the applicant as a member of M³AAWG indicating such membership, (3) receive notifications, including without limitation, notifications pursuant to the Act on behalf of M³AAWG and on behalf of the applicant as a member of M³AAWG, and (4) authorize and direct other officers of, and/or counsel to M³AAWG, to do any of the foregoing acts. M³AAWG will forward to the applicant any notifications that it receives under the Act which are other than normal confirmations of filings and other administrative notices relating to all members.

Once notified that membership is approved, the applicant should send the applicant's dues payment to the Messaging, Malware and Mobile Anti-Abuse Working Group, Inc. at the address indicated on the membership dues invoice. The applicant should make all checks payable to the "Messaging, Malware and Mobile Anti-Abuse Working Group, Inc." and direct any other correspondence in connection with this Membership Agreement to the address on the membership dues invoice. By submitting the payment you are confirming that you have read and agree to the M³AAWG Conduct Policy, Member Eligibility Criteria, Bylaws and all governing documents and this Membership Agreement.

M³AAWG