

Jewish Defense League, Inc. (JDL) Legal Agreement

This legally binding document sets forth the terms of the Jewish Defense League/Jewish Defense League, Inc. (also referred to herein as “JDL”). All site visitors, donors to and members of the Jewish Defense League do hereby agree to the provisions set forth herein, which are subject to change without notice.

In this Agreement, the terms JDL leader (or “leader(s)”) and JDL officer (or “officer(s)”) are defined in the following ways: The term JDL leader refers to a subset of members designated as chapter chairmen and regional/national directors; provisions of this Agreement that refer to members also apply to leaders unless otherwise noted. The term JDL officer refers to those individuals designated as officers within JDL’s corporate structure, empowered by the organization’s Board of Directors to run JDL.

I. Membership Requirements

- A. Application for membership in the Jewish Defense League is open to all individual at least 13 years old who sincerely accept the principles and philosophy of the Jewish Defense League.
 1. Membership may be extended only at the discretion and pleasure of the JDL officer(s) so authorized to make membership decisions.
 2. Membership of those under the age of 18 is considered provisional; minors must obtain parental consent to apply for membership.
- B. Membership in the Jewish Defense League is ordinarily initiated through the sending of a membership application and membership dues currently set at \$36 a year for regular membership and \$18 a year for student or senior membership.

- C. Every applicant authorizes JDL and its investigators to verify his or her personal and professional history and background and to make any lawful inquires into said applicant's credit and financial history, military service, employment, education and immigration status at any time that security considerations may require it.
- D. Every applicant must declare that he or she is not a member of any police, intelligence, private security or investigative organization unless applicant includes such information on his or her membership application.
- E. Every applicant must certify that he or she has no ulterior motive(s) for joining the organization and will not disclose any confidential information to any group, public or private, without the knowledge and permission of the board of directors and officers of the Jewish Defense League.

II. Membership Benefits

- A. Membership in the Jewish Defense League primarily stresses voluntary service to Jewish communities and to the Jewish Defense League rather than benefits. While certain material membership benefits are ordinarily provided in JDL membership mailers, JDL is not required to provide said mailers to members, nor shall JDL be held liable for failing to do so.
- B. Members are entitled to represent themselves as members in good standing of the Jewish Defense League, although restrictions may apply in specific cases.
- C. Members are encouraged to promote JDL to others in ways set forth by the member handbook; members who assist in the formation of new JDL units or provisional chapters may be considered for leadership positions.

- D. Members may receive other membership benefits, as designated by JDL.
- E. JDL leaders are authorized and expected to fundraise on behalf of their chapters and regions. JDL leaders are solely responsible for donations to their entities.

III. Membership Obligations

- A. Members who wish to be considered active are expected to volunteer time and effort to the cause, in ways set forth by the member handbook.
- B. Members agree to receive communiqués from the organization concerning news and events pertinent to them.
- C. Members agree to conduct themselves in a reasonable fashion publicly.
- D. Members agree to assume full risk for all actions they take in the course of volunteer service to JDL and agree to hold blameless JDL if their actions have adverse consequences. Members further agree to hold blameless JDL even if they believe adverse consequences came as a result of instructions from JDL superiors.
- E. Members agree to abide by all reasonable instructions given to them by JDL leaders and/or officers in the course of volunteer service or participation in JDL.
- F. Members agree to abide by JDL's chain of command and its established procedures for internal dispute resolution, as described in Article IV § H.
- G. If a dispute is too serious to be resolved internally, members agree to submit to a competent *Beit Din* (rabbinical court).
- H. Members agree to obtain consent from their local JDL leaders or from JDL headquarters prior to undertaking activities in JDL's name.
- I. Leaders agree to be responsible for government fees and taxes on their chapters. Chapters are independently operated entities responsible for their own funds.

- J. Members and donors agree that everything created for, or donated to, JDL, such as content, membership dues, other monetary donations or donations of tangible items becomes the sole property of JDL and not subject to refund, remuneration or license to original contributors, except at JDL's discretion. Donors and members further agree that JDL is entitled to use such property without restriction. Donors and members recognize that JDL is not responsible for the disposition of donations sent to JDL chapters or given to JDL leaders.
- K. Members agree to respect JDL's intellectual property rights, including but not limited to its servicemarks (Jewish Defense League®; Fist and Star logo®) and copyrights, and to use JDL's intellectual property only in ways authorized by JDL.
- L. Leaders agree to modify, remove or transfer to JDL any Internet entities (domain names, pages/sites, blogs, etc.) created for JDL, if so requested by JDL.
- M. Leaders agree to turn over chapter records if so requested by JDL.

IV. Member Prohibitions/Rights of Membership Termination

- A. Membership in the Jewish Defense League may be terminated by JDL at any time, due to the violation of any prohibition in this Article, or for any other reason. **Additionally, the violation of any prohibition found in § B-G of this Article may also result in civil prosecution.**
- B. Members are prohibited from publicly defaming JDL, other members, leaders, officers or directors.
- C. Members are prohibited from taking any unauthorized action on behalf of JDL that one could reasonably expect to cause substantial damage to JDL.
- D. Members are prohibited from the unauthorized use of JDL's intellectual property.

- E. Members are prohibited from misappropriating JDL funds or property, or otherwise defrauding the organization.
- F. Leaders are prohibited from misleading the public to obtain donations. Leaders are further prohibited from creating debts their chapters cannot individually afford. Leaders are further prohibited from creating debts in JDL's name without prior written authorization from a JDL officer.
- G. Members are prohibited from using membership benefits such as titles to assist in infringement of JDL's legal rights by rival entities.
- H. Members are prohibited from violating JDL's chain of command.
 - 1. Decisions made by officers are final;
 - 2. Decisions made by leaders are to be considered authoritative, but members disputing such decisions may make one appeal by email to JDL Headquarters per issue. If no response is given to an appeal in 14 days, or if the response upholds the leader's decision, the leader's decision is final.
 - 3. Leaders must abide by all decisions made by officers.
- I. Members may not openly dispute with other members, leaders, officers or directors, either on JDL's official channels of communication or in public venues.
- J. While JDL reserves the recourse, in aforementioned cases, of civil prosecution, it is used only as a last resort. The organization usually utilizes internal dispute resolution. In extreme situations, JDL may submit to a competent *Beit Din* (rabbinical court) before resorting to civil prosecution.

V. Privacy Policy

- A. The following provisions pertain to user-initiated contact with JDL.

- B. JDL reserves the right to use non-personally identifiable network information.
- C. JDL reserves the right to post any correspondence it receives, either in electronic or paper form, on the JDL website and elsewhere, and to include personally-identifiable information taken from such correspondence (such as headers, names, email addresses, phone numbers or physical addresses) at its discretion.
- D. JDL will not sell personally-identifiable information such as email addresses to third parties, but JDL shall be held blameless if such information is unwittingly disclosed to third parties by users as a result of contact with JDL. Furthermore, JDL shall be held blameless if such information is obtained by third parties as a result of error or physical or electronic theft or fraud.
- E. JDL officers may disclose contact information provided on membership applications to JDL leaders.
- F. JDL policy mandates that membership applications be secured and that reasonable measures be taken to ensure the security of that data when it is in electronic form. However, applicants agree to hold blameless JDL in the event that its security is compromised as a result of error, physical or electronic theft, fraud or court order.
- G. JDL may retain the applications of all past applicants.

VI. Miscellaneous Provisions

- A. Members may resign at any time without written notice, but § L of Article III and § B-G of Article IV shall remain enforceable regardless of membership status.
- B. Any donation to JDL or acceptance of any membership/leadership position in JDL entails automatic acceptance of this Agreement and its pertinent terms.

- C. The terms “member” and “membership” as used in this Agreement shall not be construed as bestowing authority over the corporate structure of JDL.
- D. Members are not employees, nor are they entitled to any form of compensation from JDL.
- E. In the event of a dispute with a member, said member may request to be held to the terms of a previous version of this Agreement, as long as the previous version is no older than six months from the date JDL is notified of said dispute.
- F. JDL disclaims all warranties, representations and undertakings of any kind, whether expressed or implied.
- G. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the other provisions shall still be enforceable.
- H. JDL reserves all legal rights not expressly enumerated in this Agreement.
- I. This Agreement shall be interpreted and construed in a manner consistent with the foregoing intention and according to the laws of the state of California.
- J. Any controversy or claim involving the interpretation or enforcement of this Agreement shall be settled by arbitration administered by the American Arbitration Association in Los Angeles, California as a last resort.

