

HIGHER PURPOSE AGENCY

A Private Ministerial Association

PRIVATE MEMBERSHIP AGREEMENT

Including SaaS Services, Intellectual Property, Data Ownership,
Confidentiality, Offboarding, and Transfer Terms

Higher Purpose Agency is the rebranded and continuing name of B610 PMA, formerly operating under that name. All memberships, subscriptions, agreements, electronic acceptances, rights, duties, and obligations established under B610 PMA continue without interruption and are governed and administered by Higher Purpose Agency.

Agreement and Assent. Higher Purpose Agency is the rebranded and continuing name of B610 PMA. Any person or business that accepted membership, subscribed, paid, accessed, renewed, or used services under B610 PMA is treated as a continuing Member of Higher Purpose Agency, subject to this Agreement upon the Member's electronic acceptance, renewal, payment, or continued use after receiving these terms. By applying for, purchasing, accessing, renewing, or using any membership, software-as-a-service account, subaccount, website, social media group, automation, campaign, consulting service, or other offering made available by Higher Purpose Agency, a Private Ministerial Association (the "Association"), the undersigned member and any business on whose behalf the member acts (collectively, the "Member") knowingly and voluntarily agree to be bound by this Private Membership Agreement (the "Agreement"). The Member represents that the Member has authority to bind the identified business. The Member's electronic signature, checked acceptance box, written acceptance, payment, renewal, or continued use after receiving these terms constitutes assent to the fullest extent permitted by law.

1. Private Association Purpose

This Association of members declares that its objective is to provide the Association founders and members a private platform through which they may conduct lawful private business with the Association, other associations, and other association members, while asserting the protections recognized by the Universal Declaration of Human Rights, the Constitution of the United States, applicable state constitutions, the Charter of Rights and Freedoms of Canada, and other applicable law.

2. Freedom of Association and Beliefs

The Association and its members affirm the importance of the Holy Scriptures, freedom of religion, speech, petition, assembly, private association, security against unreasonable search and seizure, protection against compelled self-incrimination, and the exercise of other lawful rights. The Association intends to conduct its internal membership activities in the private domain to the maximum extent lawfully available.

Nothing in this Agreement shall be interpreted as a claim that the Association or any Member is exempt from laws that a court or other body of competent jurisdiction determines are applicable.

3. Member Choice and Counsel

Members retain the basic right to decide for themselves which Association members they consider qualified to provide wise counsel, information, services, or assistance concerning lawful matters, including physical, spiritual, mental, operational, technological, marketing, and business matters.

4. Definitions

"Association Technology" means all technology, systems, materials, configurations, and intellectual property owned, authored, acquired, licensed, developed, configured, improved, or supplied by or for the Association, whether created before or during the Member relationship. Association Technology includes snapshots, subaccount architecture, workflows, automations, triggers, conditions, logic, campaign structures, email and SMS sequences, templates, forms, surveys, questionnaires, funnels, websites, calendars, pipelines, custom values, reputation-management systems, reporting structures, dashboards, scripts, prompts, procedures, training materials, playbooks, methods, strategies, trade secrets, know-how, source materials, derivative works, improvements, and compilations.

"Client Data" means the Member's contacts, leads, customer records, appointment information, conversations, transaction records, opportunity records, reviews concerning the Member's business, and other factual business data lawfully collected specifically for the Member through the services.

“Member Materials” means the Member’s preexisting trademarks, logos, photographs, written content, product information, and other materials supplied by the Member to the Association.

“Subaccount” means any HighLevel, GoHighLevel, LeadConnector, or similar software account, location, workspace, database, or environment provisioned, managed, licensed, configured, or supported by the Association for the Member.

“Third-Party Platform” means HighLevel and any other software, telecommunications, payment, email, hosting, artificial-intelligence, analytics, or integration provider used in connection with the services.

5. Ownership of Client Data and Member Materials

As between the Association and the Member, the Member retains ownership of Client Data and Member Materials, subject to the Association’s limited right to host, process, transmit, back up, modify, and use them as reasonably necessary to provide, secure, administer, improve, document, and enforce the services and this Agreement.

The Member is solely responsible for the legality, accuracy, notices, permissions, consents, and retention requirements applicable to Client Data and Member Materials. The Member shall not upload or direct the Association to process material that infringes rights, violates law, or exceeds the Member’s lawful authority.

6. Exclusive Ownership of Association Technology

The Association exclusively owns and retains all worldwide right, title, and interest in and to the Association Technology, including all copyrights, trade-secret rights, database rights, contractual rights, moral rights to the extent waivable, and other proprietary rights.

No payment, setup fee, recurring subscription, customization request, statement of work, access credential, possession of a Subaccount, or use of the services transfers ownership of Association Technology to the Member. All rights not expressly granted are reserved by the Association.

Association Technology created, configured, adapted, or improved for a particular Member remains Association property even when it incorporates the Member’s branding, business rules, pricing, hours, personnel, service offerings, or other Member-specific information.

The parties expressly agree that services and deliverables are not “works made for hire” for the Member. To the extent any ownership interest in Association Technology could otherwise vest in the Member, the Member hereby irrevocably assigns that interest to the Association and agrees to execute further documents reasonably requested to confirm the Association’s ownership.

Nothing in this Agreement transfers ownership of third-party software or platform functionality. The Association’s rights apply to its original selections, arrangements, configurations, content, logic, methods, improvements, and other protectable contributions.

7. Limited Subscription License

While the Member’s account is active, paid in full, and compliant with this Agreement, the Association grants the Member a limited, revocable, nonexclusive, nontransferable, nonsublicensable license to access and use the Association Technology solely within the provisioned Subaccount for the Member’s own internal business operations.

The license is access-based, not an ownership sale. It automatically ends upon cancellation, expiration, suspension, nonpayment, termination, or transfer of the relationship, except for rights expressly stated to survive.

8. Prohibited Uses and Protective Restrictions

Without the Association’s prior written authorization, the Member shall not, directly or indirectly:

- copy, clone, export, reproduce, publish, distribute, sublicense, sell, assign, disclose, or commercially exploit Association Technology;
- permit a competing agency, consultant, contractor, software provider, or unrelated third party to access, inspect, duplicate, rebuild, migrate, or benefit from Association Technology;
- reverse engineer, deconstruct, map, photograph, screen-record, scrape, download, or otherwise capture Association Technology for use outside the active Subaccount;
- remove or obscure ownership notices, naming conventions, metadata, attribution, access controls, or technical safeguards;
- use Association Technology to create a competing product, snapshot, template library, agency service, or substantially similar system;
- share credentials or grant administrative access except to authorized personnel approved by the Association; or
- represent that Association Technology was authored, owned, or independently developed by the Member or another agency.

9. Confidentiality and Trade Secrets

Association Technology, pricing logic, internal documentation, credentials, system maps, workflow logic, strategies, methods, and nonpublic business information are confidential and may constitute trade secrets. The Member shall protect them using at least the same degree of care used to protect the Member's most sensitive confidential information, and never less than reasonable care.

The Member shall disclose confidential information only to personnel who need it for authorized use and who are bound by written confidentiality and use restrictions at least as protective as this Agreement. The Member is responsible for violations by its owners, employees, contractors, agents, successors, and representatives.

Confidentiality and trade-secret obligations survive termination for so long as the information remains confidential or protected under applicable law.

10. Cancellation, Data Export, and Offboarding

Upon timely written cancellation and payment of all amounts due, the Association will provide a commercially reasonable opportunity for the Member to obtain an export of Client Data in a format reasonably available through the applicable Third-Party Platform. The Member is responsible for requesting and downloading the export before the stated deadline.

Unless a different period is required by applicable law or confirmed in writing, the Member must request its export within fifteen (15) calendar days after termination. After that period, the Association may delete, anonymize, archive, or retain data according to its operational, legal, security, and backup practices.

Data export does not include Association Technology, proprietary configuration, workflows, campaigns, templates, snapshots, internal notes, system architecture, trade secrets, third-party licensed materials, or platform items that cannot reasonably be separated or exported.

Transition support, custom exports, migration assistance, reports, restoration, reactivation, or work beyond a standard export may be billed at the Association's then-current professional-services rate and may require advance payment.

11. No Automatic Subaccount Transfer

Cancellation does not entitle the Member to transfer, eject, migrate, assign, clone, or move the Subaccount to another HighLevel agency, software provider, consultant, or account.

Because a complete Subaccount transfer may disclose or convey Association Technology, no transfer will occur unless the Association, in its sole discretion, signs a separate written Transfer and Intellectual Property License Agreement and receives all required fees in cleared funds.

The Association may deny a transfer request, offer only a Client Data export, require removal of Association Technology before transfer, provide a replacement account without proprietary components, or offer a negotiated license or buyout. No silence, delay, platform capability, support-ticket response, or technical possession constitutes consent to transfer.

Any attempted transfer, circumvention, credential handoff, administrative takeover, or migration without the Association's written authorization is a material breach and an unauthorized use of Association Technology.

12. Optional Transfer, License, or Buyout

The Association may, but is not obligated to, offer a transfer, perpetual-use license, limited transition license, or intellectual-property buyout. Any such transaction must be stated in a separate writing signed by an authorized representative of the Association and must identify the specific rights conveyed, exclusions, permitted users, duration, territory, restrictions, fees, and treatment of improvements.

Unless the separate writing expressly states that ownership is assigned, the transaction grants only the limited license specifically described. General language such as "custom setup," "account build," "migration," "deliverables," "full access," or "transfer fee" does not convey copyright ownership, trade-secret rights, or the right to sublicense Association Technology.

13. Fees, Suspension, and No Setoff

Membership, SaaS, usage, telecommunications, email, artificial-intelligence, integration, support, professional-service, and other charges are due as stated at purchase or invoice. The Member authorizes recurring charges for active subscriptions.

The Association may suspend access for nonpayment, chargeback, security risk, misuse, legal risk, platform restriction, or breach. The Member shall not withhold, offset, reverse, or charge back amounts based on a transfer dispute or dissatisfaction with ownership terms. Undisputed Client Data export rights remain subject to reasonable identity verification and lawful retention requirements.

14. Third-Party Platforms and Service Changes

The services depend on Third-Party Platforms that the Association does not control. Features, transfer rules, deliverability, pricing, availability, integrations, storage, data formats, and functionality may change or be discontinued. The Association does not guarantee uninterrupted operation, specific marketing results, deliverability, ranking, revenue, lead volume, or continued availability of any third-party feature.

The Association may modify configurations, substitute vendors, restrict access, or discontinue features when reasonably necessary for security, compliance, platform changes, performance, or protection of Association Technology.

15. Enforcement and Equitable Relief

The Member acknowledges that unauthorized disclosure, copying, transfer, or use of Association Technology may cause harm that is difficult to measure and may not be adequately remedied by money damages alone. The Association may seek temporary, preliminary, and permanent injunctive relief, specific performance, preservation of evidence, return or destruction of materials, and any other available remedy, without waiving claims for damages.

To the fullest extent permitted by law, a breaching Member shall reimburse the Association for reasonable investigation costs, forensic costs, collection expenses, court costs, and attorneys' fees incurred to enforce Sections 6 through 12 or to stop unauthorized access, copying, disclosure, or transfer.

16. Indemnification and Limitation of Liability

The Member shall defend, indemnify, and hold harmless the Association, its founders, ministers, managers, members, contractors, and service providers from claims, losses, penalties, liabilities, and reasonable expenses arising from the Member's Client Data, Member Materials, marketing claims, legal compliance, privacy or consent failures, misuse of the services, credential sharing, breach of this Agreement, or violation of another person's rights.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ASSOCIATION SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, LOST PROFITS, LOST REVENUE, LOST DATA, LOST GOODWILL, BUSINESS INTERRUPTION, OR THE COST OF REPLACEMENT SERVICES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE ASSOCIATION'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY THE MEMBER TO THE ASSOCIATION FOR THE AFFECTED SERVICE DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

These limitations apply regardless of legal theory and even if a remedy fails of its essential purpose, but do not exclude liability that cannot lawfully be excluded.

17. Dispute Resolution, Governing Law, and Venue

The parties shall first attempt in good faith to resolve any dispute through written notice describing the dispute and requested resolution, followed by at least fifteen (15) days for informal resolution.

Except for claims seeking emergency injunctive relief, collection of undisputed amounts, or protection against unauthorized access, disclosure, copying, or transfer of Association Technology, any dispute arising from this Agreement or the parties' relationship shall be resolved by confidential, binding arbitration administered by the American Arbitration Association under its applicable Commercial Arbitration Rules before one arbitrator.

The arbitration shall occur remotely unless the parties agree otherwise. Each party waives trial by jury and participation in any class, collective, consolidated, or representative proceeding to the fullest extent permitted by law. Claims must be brought only in an individual capacity.

This Agreement is governed by the laws of the State of New York, without regard to conflict-of-law principles. Courts located in Dutchess County, New York shall have exclusive jurisdiction over permitted court proceedings, enforcement of arbitration awards, and requests for provisional or injunctive relief. Each party consents to personal jurisdiction and venue there.

18. Term, Termination, Survival, and Continuing Obligations

This Agreement begins upon assent and continues while the Member accesses or uses any Association service. The Association may terminate or suspend membership or services for breach, nonpayment, risk, misconduct, platform requirements, or any other lawful reason stated in applicable service terms.

Sections concerning ownership, license restrictions, confidentiality, payment, offboarding, transfer restrictions, enforcement, indemnification, limitation of liability, dispute resolution, and interpretation survive cancellation or termination.

19. Updates and Prospective Application

The Association may update this Agreement by delivering the revised terms through email, account notice, invoice, login screen, electronic-signature request, or another reasonable method. Material revisions apply prospectively after assent.

For existing Members, the Association may require affirmative acceptance before renewal, continued access, transfer support, new work, or use of updated services. Continued use after clear notice and an opportunity to cancel may constitute acceptance where permitted by law.

No revised term retroactively transfers ownership of Member property or eliminates a claim that accrued before the revision's effective date unless the parties expressly agree in a signed writing.

20. General Provisions

This Agreement, together with any signed order form, service schedule, privacy notice, acceptable-use policy, and separate written addendum, constitutes the entire agreement concerning its subject matter and supersedes prior or contemporaneous statements concerning ownership, licensing, transferability, confidentiality, and offboarding.

If a signed order form conflicts with this Agreement, this Agreement controls unless the order form specifically identifies the conflicting provision and expressly states that it overrides that provision.

No waiver is effective unless in writing and signed by the waiving party. A waiver on one occasion is not a waiver on another. The Member may not assign this Agreement, transfer a membership, or delegate obligations without the Association's prior written consent. The Association may assign this Agreement in connection with a reorganization, sale, transfer of assets, or succession of its operations.

If any provision is held unenforceable, it shall be enforced to the maximum lawful extent and modified only as necessary, while the remaining provisions remain effective. Headings are for convenience and do not limit interpretation. "Including" means "including without limitation." Electronic records and signatures have the same effect as originals.

MEMBER ACKNOWLEDGMENT AND ACCEPTANCE

- ☐ I have read and understand this Agreement.
- ☐ I understand that I own my Client Data and Member Materials, but I do not own the Association's workflows, automations, campaigns, templates, snapshots, configurations, systems, methods, or other Association Technology.
- ☐ I understand that cancellation entitles me to a reasonable export of eligible Client Data, not an automatic transfer of the entire Subaccount.
- ☐ I understand that any Subaccount transfer, continuing license, or intellectual-property buyout requires a separate written agreement signed by the Association and payment of all applicable fees.
- ☐ I agree to the confidentiality, use restrictions, dispute-resolution, class-action waiver, limitation-of-liability, and enforcement provisions in this Agreement.

Electronic Acceptance: By checking "I agree," the Member confirms acceptance of this Agreement.

Version: HPA-PMA-IP-2025.01