

## TERMS OF USE

The following are the terms and conditions (the “Terms”) under which you - a living man or woman, (“user,” “you,” “yourself,” or “your,” if possessive) may use the websites and co-branded web sites of Diamond Lures Private Members Association (“DL”) at [www.DIAMONDLURES.COM](http://www.DIAMONDLURES.COM) and/or any other addresses, social media groups or mobile applications (the “App”) (any or all of which are herein referred to as the “Site”). Please read the following carefully. By accessing and using the Site, you accept and agree to be bound, without modification, limitation or qualification, by the Terms. We may, at our sole discretion, modify or revise the Terms at any time by updating the text contained herein. However, you are bound by any such modification or revision and should therefore visit this page periodically to review the Terms. These terms and conditions were updated as of October 1st, 2023.

Specific rules, in addition to these Terms, are provided with respect to transactions conducted on or in connection with the Site, and other rules may be provided for the use of certain other items, areas or services provided on or in connection with the Site, and you agree to be bound by such rules.

**YOUR USE OF THE SITE HEREBY CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THE SITE. (THE CONTENT OF SUCH AGREEMENT, INCLUSIVE OF THE TERMS AND ALL SUCH ADDITIONAL CONDITIONS AND NOTICES, ARE TOGETHER REFERRED TO HEREIN AS THE “TERMS.”) IF YOU DO NOT ACCEPT ANY OF THE PROVISIONS OF THE TERM, DO NOT USE THE SITE.**

In order to use the Service, or make any purchases or donations, you must read and accept all of the terms and conditions in, and linked to, these Terms. These Terms may be modified by DL from time to time at our sole discretion, and you will receive notice if modifications to the Terms are made. We strongly recommend that, as you read these Terms, you also access and read the linked information.

**YOUR USE OF THE SITE HEREBY CONSTITUTES YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN OR OTHERWISE POSTED ON THE SITE. (THE CONTENT OF SUCH AGREEMENT, INCLUSIVE OF THE TERMS AND ALL SUCH ADDITIONAL CONDITIONS AND NOTICES, ARE TOGETHER REFERRED TO HEREIN AS THE “AGREEMENT.”) IF YOU DO NOT ACCEPT ANY OF THE PROVISIONS OF THE AGREEMENT, DO NOT USE THE SITE.**

### 1. DL SERVICE

DL offers hand carved wooden fishing lures and related products to DL Members for purchase, updates on DL projects in Sierra Leone, first to see new project launches, engagement with new products, and Member only enter to win prizes and events.

### **(a) DL Membership and Plans – Lifetime Membership**

To make a purchase on [WWW.DIAMONDLURES.COM](http://WWW.DIAMONDLURES.COM) a membership is required. For a limited time only, a one-time membership donation of \$10.00 for a lifetime membership is offer for new Members. New Members will receive a \$10.00 discount on new Members first purchase, one of the benefits awarded to DL Members. If a Member elects to cancel, no portion of the donation shall be refunded. DL uses a third party service to process credit cards, or other payment methods and the name Diamond Lures will appear on your billing or credit card statement. Please see DL’s Membership Agreement found on [WWW.DIAMONDLURES.COM](http://WWW.DIAMONDLURES.COM)

### **(c) Membership Benefits**

The benefits of your DL membership are available only while your DL membership is active and your DL account is in good standing. DL reserves the right to modify the membership terms at any time and in its sole discretion. The details of your membership, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing Member who purchased the same membership in the same market. you may check membership details at [WWW.DIAMONDLURES.COM](http://WWW.DIAMONDLURES.COM)

## **2. REGISTRATION INFORMATION**

In consideration of your use of the Site, you acknowledge and agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form that you may fill out on the Site (such information being the “Registration Data”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any Registration Data that is untrue, inaccurate, not current or incomplete, or if We suspect that such Registration Data is untrue, inaccurate, not current or incomplete, We have the sole and exclusive right to suspend or terminate your membership and refuse any and all current or future use of the Site (or any portion thereof).

You may receive a password and/or account designation, or a digital signature upon completing the registration process on the Site. You are responsible for maintaining the confidentiality of any such password, digital signature and account, and are fully responsible for all activities that occur under your password, digital signature or account. You agree to (a) immediately notify DL of any unauthorized use of your password, digital signature or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. DL cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

## **3. MINIMUM AGE**

you must be 18 years of age or older to use the Site and/or register for Services.

## **4. USE VOID WHERE PROHIBITED**

Membership in the Service is void where prohibited.

## **5. PRIVACY POLICY**

DL has established a Privacy Policy to explain to you, and other users, how your personal information is collected and used. This Privacy Policy is located under the Privacy Policy Tab at [www.DIAMONDLURES.COM](http://www.DIAMONDLURES.COM).

## **6. SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL**

### **(a) Lifetime Membership Fee -**

DL will charge you a one-time \$10.00 membership fee in order to provide the Service. Your membership fee is the amount you were charged for one term of your Subscription or Plan, not including any promotions or discounts that may have been applied (the “Membership Fee”). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing Member who purchased the same services in the same market. you may check your membership details on the Site or logging into your account at [www.DIAMONDLURES.COM](http://www.DIAMONDLURES.COM).

You acknowledge that DL reserves the right, at any time, to modify its Membership Fees and billing methods. DL uses a third party service to process credit cards, and the name Diamond Lures will appear on your billing or credit card statement.

### **(b) Canceling Your Membership**

You may cancel your membership at any time by emailing [Members@diamondlures.com](mailto:Members@diamondlures.com)

### **(c) Membership Fee Refund Policy:**

1. If a Member elects to cancel membership, no portion of the membership donation shall be refunded.

## **7. ACCOUNT SECURITY**

You may receive a password and/or membership designation, or a digital signature upon completing the registration process on the Site. you are responsible for maintaining the confidentiality of any such password, digital signature and account, and are fully responsible for all activities that occur under your password, digital signature or account. you agree to (a) immediately notify Us of any unauthorized use of your password, digital signature or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. DL cannot and will not be liable for any loss or damage arising from your failure to comply with this section.

## **8. LIMITED LICENSE TO WEBSITE**

By agreeing to the terms and conditions of these Terms, DL grants you a limited license to access site and Services offered. You acknowledge and agree that you will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any

other non-personal purpose any content found on the Site, without the express written consent of DL.

## **9. SUBMISSIONS OF REVIEWS**

In order for you to submit your reviews and ratings on the Website, you acknowledge and agree that:

1. all of your reviews and ratings will either be based upon: (i) your actual first-hand experiences with the Employers you are reviewing;
2. all of your reviews and ratings of products or experiences with the site that you are rating will be accurate, truthful and complete in all respects;
3. your name, username, or other identifying membership account name, and review information will be made available to the DL Members on which you review; and
4. DL may redact, delete, or reject your reviews if they do not conform with DL's publication criteria, which may change from time to time at DL's sole discretion.

## **10. ARBITRATION**

All Members agree to remain in the private with other Members and to never enlist outside litigation, civil courts, or other legal actions outside of the Diamond Lures PMA. Any dispute, controversy or claim arising out of or relating to these Terms, or its breach, will be handled in the private with the Founding Members.

## **11. CONTENT LICENSE AND PROMOTION PLACEMENT**

You hereby grant DL, during the course of your usage of the DL private Member site, a royalty-free, perpetual, irrevocable non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, publicly perform, and publicly display the communication and any trademarks, names or likenesses therein alone or as part of compilations or other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights through multiple tiers of sub-licensees. (Provisions conferring similar rights on DL that may apply under separate terms or agreements with respect to certain matter submitted other than in Public Areas; you should check the applicable agreements or terms provided by DL in order to ascertain your rights.)

## **12. PRIVACY, PUBLICATION AND DISTRIBUTION OF CONTENT**

DL is committed to maintaining your privacy. We do, however, gather certain information that you provide to the Site. For information regarding the DL policies for using user information please read our Privacy Policy.

We do not screen communications, reviews, or comments in advance and will not be responsible for screening or monitoring material posted by you and/or other users. As a user, you agree that

are responsible for your own communications and are responsible for the consequences of their posting. You must not do any of the following things while accessing or using the Site or using the Material: (1) post or transmit any material unless you are the owner of all patent, trademark, copyright, trade secret or other proprietary rights (“Rights”) therein, or have the permission of the owner of the Rights to post or transmit such material to the Site; (2) post material that otherwise violates any Rights of any third party or violates or infringes on the privacy or publicity rights of third parties; (3) post material that is obscene, defamatory, threatening, harassing, abusive, hateful, embarrassing or otherwise objectionable to another user or any other person or entity; (4) post sexually-explicit language or images; (5) post advertisements or solicitations of business; (6) post or transmit any chain letters or pyramid schemes; (7) impersonate another person or entity; (8) intentionally or unintentionally violate any applicable local, state, national or international law while using or accessing the Site or the Material; (9) post or transmit any information containing a virus or other harmful component; or (10) use any information obtained on the Site to solicit a job, harass, or retaliate against any person or business.

If notified by a user of communications that allegedly do not conform to any term of these Terms, We may investigate the allegation and determine in Our sole discretion whether to remove or request the removal of the communication. DL has no liability or responsibility to users for performance or non-performance of such activities. We reserve the right, in our sole discretion, to expel users and prevent their further access to the Site for violating these Terms or the law. We also reserve the right at all times to disclose any information as necessary or deemed desirable by DL to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in DL’s sole discretion.

**DL DOES NOT ENDORSE, SUPPORT, REPRESENT OR GUARANTEE THE TRUTHFULNESS, ACCURACY, OR RELIABILITY OF ANY COMMUNICATIONS POSTED BY OTHER USERS OR ENDORSE ANY OPINIONS EXPRESSED BY USERS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON MATERIAL POSTED BY OTHER USERS WILL BE AT YOUR OWN RISK.**

### **13. YOUR CONDUCT**

In connection with your use of the Service, you represent and warrant that you:

1. are above the age of eighteen (18);
2. will abide by the letter and spirit of the terms and conditions of these Terms and all applicable local, state, national or international laws;
3. will not submit any reviews that may be considered by DL to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person’s privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. will submit thorough and thoughtful reviews of the products or experiences you review.
5. will not submit reviews that comment on other users or the reviews of other users;

6. will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with DL or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots, or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
8. will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
10. will not take any action that would undermine the review and rating process under the Service;
11. will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
12. will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
13. will not use the Service in any way that could interfere with the rights of DL or the rights of other users of the Service;
14. have sufficient rights in and to all Content that you provide, transmit or otherwise convey to DL in connection with the Service;
15. agree not to re-sell or assign your rights or obligations under these Terms;
16. will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;
17. will not access any Content for any commercial, educational or other purposes not related to your personal purchasing decisions, the express written consent of Angie's List, which consent may be withheld by DL in our discretion;
18. grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;
19. agree not to create an account or use DL services if your account previously has been terminated by DL or if you previously have been banned from using the services; and
20. agree not to: (i) register for more than one account or register for an account on behalf of an individual other than yourself; (ii) impersonate any person or entity, including, but not limited to, DL personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews that you provide do not reflect the views of DL, its officers, managers, owners, employees, agents, designees or other users. In addition, DL retains the right, in its sole discretion, to determine whether or not your use of the Service is consistent with the terms and conditions of these Terms. DL may suspend, restrict or terminate your use of the Service and to refuse any future

use of all or portions of the Service if your use breaches or fails to comply with any of the terms and conditions of these Terms.

#### **14. DISCLOSURE OF INFORMATION**

As DL continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. you hereby consent to the transfer of your information as one of the transferred assets and to be used for any purpose allowed under these Terms.

#### **15. TERM AND TERMINATION**

The term of these Terms (“Term”) will be in effect and continue so long as you have an active Membership. In other words, the Term shall continue until cancelation or termination by either party in accordance with the terms of these Terms.

DL may, for any reason in its sole discretion, immediately terminate these Terms, your account, and your access to the Service.

Termination of your account may include removal of your access to all offerings of the Service, deletion of your password, deletion of all related information and files, may include the deletion of the Content associated with your account (or any part thereof), and barring your further use of the Service. Upon Termination or cancellation of your account, DL retains the right to continue using any review and/or content you have entered or posted on the Site.

#### **16. MODIFICATION OF TERMS AND CONDITIONS**

By accessing and using the Site, you accept and agree to be bound, without modification, limitation or qualification, by the Terms. We may, at our sole discretion, modify or revise the Terms at any time by updating the text contained herein. However, you are bound by any such modification or revision and should therefore visit this page periodically to review the Terms.

#### **17. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE**

DL reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of the Service. you agree that DL will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. you agree that DL may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Service in a given period of time. you agree that DL has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. you agree that DL has the

right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **18. DELAYS**

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. DL is not responsible for any delays, failures or other damage resulting from such problems.

## **19. USER FEEDBACK**

DL appreciates hearing from you, as well as our other Members, and welcomes your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value your feedback on our Products and Service, please be specific in your comments regarding our products and services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the “Submissions”), such Submissions will be the property of DL. In addition, none of the Submissions will be subject to any obligations of confidentiality and DL will not be liable for any future use or disclosure of such Submissions.

## **20. COPYRIGHT MATERIALS**

The content of the Site, such as text, graphics, images, audio, video, data, coding, scripts, computer programs and other material (“Material” or “Materials”), are protected by copyright under the laws of the United States as well as other countries, and are owned or controlled by DL or certain third parties that licensed their Material to DL. We authorize you to view and download a single copy of the Material solely for your personal, non-commercial use, or in the case of founding Members/ambassadors, or dealers, to display to your clients solely for purposes of facilitating a transaction with DL. The use of any software, if applicable, that is made available for downloading from the Site (“Software”) is governed by the terms of the software license agreement accompanying such software (the “License Agreement”), and is conditioned on your agreement to be bound by the terms of the License Agreement. All rights in and to the Material not expressly granted to you in the Terms are reserved. Neither the availability of, nor anything contained within the Site shall be construed as conferring any license under any of DL’s or any third party’s intellectual property rights, other or further than as expressly provided in the foregoing provisions of this paragraph, whether by implication, estoppel or otherwise.

If you violate any provision of the Terms, your permission to use the Material and the Web Site automatically terminate and you must immediately destroy any copies you have made of the Material.

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide to DL’s Copyright Agent the following information:



- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the Material that you claim is infringing is located on the site; and
- your address, telephone number, and e-mail address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

Unless otherwise modified, DL's Copyright Agent for Notice of claims of copyright infringement can be emailed to: [Members@diamondlures.com](mailto:Members@diamondlures.com)

## **21. WARRANTY DISCLAIMER**

**THE SITE AND MATERIAL ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. DL AND ITS SUPPLIERS DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. DL AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE TEXT, GRAPHICS, AND LINKS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU.**

## **22. LIMITATION OF LIABILITY AND DAMAGES**

While DL strives to maintain all correct information on the Site, DL does not guarantee the accuracy or reliability of any Material on the Site made in error. You acknowledge that DL has no obligation to review, screen, or approve any Material posted or submitted by any DL Member. DL reserves the right to review and delete any Material that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Site, you agree that it is your responsibility to evaluate your risk associated with the use, accuracy, usefulness, completeness or appropriateness of any Material you submit, access, transmit, or otherwise convey on the Site. DL is not liable in any way for Material that contains errors, omissions, defamatory statements, or confidential or private information, including health or other personal information. By using the Site, you waive the right to bring or assert any claim against DL regarding Material posted or otherwise transmitted by Members of the Site. All Members, however, may report Material that they believe is unlawful or otherwise violates these Terms of Use by sending an email to [Members@diamondlures.com](mailto:Members@diamondlures.com)

You agree that DL may establish general practices, policies, and limits, which it may or may not publish, concerning the use of the Site, including without limitation, the time that reviews and ratings will be retained, the maximum number of review and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Site and Material in a given period of time. You agree that DL has no responsibility or liability for the deletion or failure to store any Material or other materials maintained or transmitted by or through the Site. you agree that DL has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

**DIAMOND LURES DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE, CONTINUOUSLY OR WITHOUT INTERRUPTION, OR THAT THE SITE OR ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL CONTENT. IF YOUR USE OF THE SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR THOSE COSTS.**

**IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY PROVISION OF THE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. UNDER NO CIRCUMSTANCES SHALL DL BE LIABLE TO ANY USER OR ANY THIRD PARTY ON ACCOUNT OF THAT USER'S USE OF THE SITE. IN NO EVENT SHALL DL AND/OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY SUCH THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, THE DELAY OR INABILITY TO USE THE SITE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEB SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE OR ANY OF OUR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT DL CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO DL THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR") OR OTHER THIRD PARTY PAYMENT PROCESSORS. YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR DL, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH

IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF DL TO PROVIDE SERVICES TO YOU UNDER THESE TERMS OR ANY BREACH OF THESE TERMS BY DL. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF DL TO PROVIDE SERVICES TO YOU UNDER THESE TERMS OR ANY BREACH OF THESE TERMS. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT DL SHALL NOT BE LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU OR OTHERS UNDER THESE TERMS.

### **23. EXPORT CONTROL OF SOFTWARE AND TECHNICAL DATA**

The following applies with respect to Software and other Material of a technical nature that you may obtain from the Site. The United States controls the export of such items. you agree to comply with such restrictions and not to export or re-export the Material (including Software) to countries or persons prohibited under the export control laws. By downloading the Material (including Software), you are agreeing that you are not in a country where such export is prohibited and that you are not on the U.S. Commerce Department's Table of Denial Orders or the U.S Treasury Department's list of Specially Designated Nationals. you are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Software and/or other Material.

### **24. INDEMNIFICATION**

You agree to defend, indemnify, and hold harmless DL as well as our officers, directors, employees and agents, from and against any losses, liabilities, damages, costs, and expenses, including, without limitation, reasonable legal, expert and accounting fees, incurred in connection with any claims, actions or demands alleging or resulting from your use of the Material (including Software), your breach of these Terms, or your violation of law or of the rights of any third party. We shall provide notice to you promptly of any such claim, suit, or proceeding and, if it is one asserted by a third party, shall provide reasonable assistance to you, at your expense, in defending any such claim, suit or proceeding.

### **25. ENTIRE AGREEMENT**

These Terms, and the Diamond Lures Private Members Association agreement constitute the entire Agreement between you and Us with respect to the use of the Site and becoming a Member. Any changes to these Terms must be made in writing and posted to the Site.

### **26. GOVERNING LAW**

Diamond Lures Private Members Association is based in New Hampshire State in these united States of America, whereas the Private Member Association is protected under the Constitution of the

United States of America and the original constitution for these united States of America and the New Hampshire. All Members agree to remain in the private with other Members and to never enlist outside litigation, civil courts, or other legal actions outside of the Diamond Lures PMA. Any dispute, controversy or claim arising out of or relating to these Terms, or its breach, will be handled in the private with the founding Members.

## **27. PROVISIONS REMAINING IN EFFECT**

In the event your membership with DL is canceled, terminated or you are no longer a user of DL Site, certain provisions of these Terms will continue to remain in effect.

**IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THESE TERMS AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.**

## **CONTACT INFORMATION**

To contact us with any questions or concerns in connection with these Terms or the Site, please email us [members@diamondlures.com](mailto:members@diamondlures.com)

## DIAMOND LURES PRIVATE MEMBERS ASSOCIATION AGREEMENT

In order to protect all members from any adverse interference or action brought on by local, county, state, or federal regulatory, administrative or licensing agencies, and to receive full benefits from participation in Diamond Lures Private Member Association, (hereafter referred to as PMA or Association) all members consent to the following:

I, \_\_\_\_\_ (here after referred to as member) agree that I am joining Diamond Lures PMA; a Private Member Association protected under the Constitution of the United States of America and the original constitution for these united States of America and the New Hampshire.

I agree and strive to contribute to The purpose of Diamond Lures PMA to fulfill the God given call to the founding members to take dominion over the land; air and water as divinely created for and commanded to in Genesis 1:26-28. 26. Furthermore God said, "Let us make man in our image according to our likeness, and let them rule over the fish of the sea, and over the fowl of the heaven, and over the beasts, and over all the earth, and over everything that creepeth and moveth on the earth. 27. Thus God created the man in his image: in the image of God created he him; he created them male and female. 28. And God blessed them, and said to them, Bring forth fruit, and multiply, and fill the earth, and subdue it, and rule over the fish of the sea, and over the fowl of the heaven, and over every beast that moveth upon the earth.

We will fulfill the desire of our hearts as promised in Psalms 37:4 *And delight thyself in the Lord, and he shall give thee thine heart's desire.* We will answer this call from God to inspire others to grow while growing ourselves and to live and work according to 2 Corinthians 3:2 *Ye are our epistle, written in our hearts, which is understood and read of all men* to have Gods word written in our hearts; to be known and read by all (wo)men whom we serve. We answer this call to run our race according to 1 Corinthians 9:24 *Knew ye not, that they which run in a race, run all, yet one receiveth the prize? So run that ye may obtain.* We press on in our daily actions toward the goal as expressed in Philippians 3:14. *And follow hard toward the mark, for the prize of the high calling of God in Christ Jesus.* Our belief is in Hebrews 13:21 *Make you perfect in all good works, to do his will, working in you that which is pleasant in his sight through Jesus Christ, to whom be praise forever and ever Amen.* God has equipped us in every good work to fulfill this calling. We commit that in all our hands find to do, we will do it with all our might as commanded in

Ecclesiastes 9:10. All that thine hand shall find to do, do it with all thy power for there is neither work nor invention nor knowledge, nor wisdom in the grave whither though goest.

I agree to Section 4., through Section 10., of the Diamond Lures Articles of Association as listed following.

Section 4. This Private Members Association of Members hereby declares that our objective is to maintain, improve and protect our basic human rights, constitutional guarantees and political freedom as well as nurture, support and strengthen our relationship with God for every Association Member, American State National, Breathing and Living Man or Woman of these united States of America and that our rights to form this Private Members Association are granted among other things, by the Creator and second, by the united States Constitution, by the New Hampshire Constitution and by Common Law. This objective also pertains to all law-abiding people of other countries from around the world whose constitutional provisions and faith in God embrace similar rights, freedoms and beliefs as those in these united States of America.

Section 5. This Private Members Association, stands on the New Hampshire Constitution. We stand on the following articles of the New Hampshire State Constitution Bill of Rights. Article 1. [Equality of Men; Origin and Object of Government.] All men are born equally free and independent; Therefore, all government of right originates from the people, is founded in consent and instituted for the general good. Article 2. [Natural Rights.] All men have certain natural, essential, and inherent rights among which are, the enjoying and defending life and liberty; acquiring, possessing, and protecting, property; and in a word, of seeking and obtaining happiness. Equality of rights under the law shall not be denied or abridged by this state on account of race, creed, color, sex or national origin. Article 2-a. [The Bearing of Arms.] All persons have the right to keep and bear arms in defense of themselves, their families, their property and the state. Article 2-b. [Right of Privacy.] An individual's right to live free from governmental intrusion in private or personal information is natural, essential, and inherent. Article 4. [Rights of Conscience Unalienable.] Among the natural rights, some are, in their very nature unalienable, because no equivalent can be given or received for them. Of this kind are the Rights of Conscience. Article 5. [Religious Freedom Recognized.] Every individual has a natural and unalienable right to worship God according to the dictates of his own conscience, and reason; and no subject shall be hurt, molested, or restrained, in his person, liberty, or estate, for worshipping God in the manner and season most agreeable to the dictates of his own conscience; or for his religious profession, sentiments, or persuasion; provided he doth not disturb the public peace or disturb

others in their religious worship. Article 10. [Right of Revolution.] Government being instituted for the common benefit, protection, and security, of the whole community, and not for the private interest or emolument of any one man, family, or class of men; therefore, whenever the ends of government are perverted, and public liberty manifestly endangered, and all other means of redress are ineffectual, the people may, and of right ought to reform the old, or establish a new government. The doctrine of nonresistance against arbitrary power, and oppression, is absurd, slavish, and destructive of the good and happiness of mankind. Article 19. [Searches and Seizures Regulated.] Every subject hath a right to be secure from all unreasonable searches and seizures of his person, his houses, his papers, and all his possessions. Therefore, all warrants to search suspected places, or arrest a person for examination or trial in persecutions for criminal matters, are contrary to this right, if the cause or foundation of them be not previously supported by oath or affirmation; and if the order, in a warrant to a civil officer, to make search in suspected places, or to arrest one or more suspected persons or to seize their property, be not accompanied with a special designation of the persons or objects of search, arrest, or seizure; and no warrant ought to be issued; but in cases and with the formalities, prescribed by law. Article 22. [Free Speech; Liberty of the Press.] Free speech and Liberty of the press are essential to the security of Freedom in a State: They ought, therefore, to be inviolably preserved. Article 23. [Retrospective Laws Prohibited.] Retrospective laws are highly injurious, oppressive and unjust. No such laws, therefore, should be made, either for the decision of civil causes, or the punishment of offenses. Article 30. [Freedom of Speech.] The freedom of deliberation, speech, and debate, in either House of the Legislature, is so essential to the rights of the people, that it cannot be the foundation of any action, complaint, or prosecution, in any other Court or place whatsoever. Article 32. [Rights of Assembly. Instruction, and Petition.] the People have a right, in an orderly and peaceable manner, to assemble and consult upon the common good, give instructions to their Representatives, and to request of the legislative body, by way of petition or remonstrance, redress of the wrongs done them, and of the grievances they suffer. All in line with the constitution of these united States of America and the Constitution of The united States of America. This Private Members Association is in the private. Diamond Lures PMA members claim their constitutional rights to meet in the private, their freedom of religion, speech and press, our freedoms from searches and seizures and the right to be secure in our persons, houses, papers and effects, to freely assemble together to counsel for the common good, to make known our opinions, and to have the right to privately contract with one another without interference from local, county, state, LOCAL, COUNTY, STATE or FEDERAL interference and to have the freedom to include any people into our Private Members Association.

Section 6. We believe that the First Amendment to the Constitution: Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.; guarantees our members many rights including but not limited to the right to associate in private, the right to free speech, the right to free press, the right to assemble and the right to worship God, the right to share the Gospel, the right to encourage one another with biblical love. The right to meet together according to Matthew 18:20 *For where two or three are gathered together in my Name, there am I in the midst of them.* We believe this includes the right to gather for the lawful purpose of advising, helping, providing goods and services, and serving one another in our rights in any field of human or Godly interest, per the Federal and State Constitutions and common law as well as following God's law. We believe and stand on the Second Amendment A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed. We believe the 4<sup>th</sup> Amendment of the Constitution of the united States of America: The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.; secures our right of privacy and protection of our persons, houses, papers and effects against searches and seizures, we believe the enumeration of certain rights shall not be construed to deny or disparage others retained by our members per Amendment IX; The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.; and we retain the right to privately contract per Article I Section 9. No Bill of Attainder or ex post facto Law shall be passed. And Section 10 of the Constitution of the united States of America.; and Section 10. No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make a Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility. At times we stand on silver minted coin to contract with one another, which no government or state can impair.

Section 6.1. We believe that each (wo)man is responsible for his or her own beliefs and that any information, products, services, or advice they receive it is up to them in their divine sovereignty to discern the truth for their own peace of mind. Each man and woman in their sovereignty is responsible for any decisions made to receive, participate, or receive any goods or services from other Members of the Diamond Lures PMA and take full responsibility for such decisions. All Members agree to remain in the private with other



Members and to never enlist outside litigation, civil courts, or other legal actions outside of the Diamond Lures PMA.

Section 6.2. We believe in the right to privately contract with one another as sovereign men and women, creations of Nature and Natures' God. We believe that according to the New Hampshire constitution Bill of Rights Article 23 and the Federal Constitution Article I Section 9 stating: The Privilege of Writ of Habeas Corpus shall not be suspended, unless when in Cases of Rebellion or Invasion the public Safety may require it. No Bill of Attainder or ex post facto Law shall be passed. defend, promote and protect this right to privately contract with one another.

Section 7. We declare our rights under the Constitution of these united States to gather, worship, and operate our Association in the Private Jurisdiction and Domain, as guaranteed by the 1<sup>st</sup> Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances. As guaranteed by the 2<sup>nd</sup> A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed. As guaranteed by the 4<sup>th</sup> The right of the people to be secure in their persons, houses, papers, and effects against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized. As guaranteed by the 9<sup>th</sup> The enumeration in the Constitution of certain rights, shall not be construed to deny or disparage others retained by the people. As guaranteed by the 10<sup>th</sup> The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people. We claim these unalienable rights given in these Amendments of the united States Constitution as well as to claim dominion over water, air and land as commanded by God in Genesis 1:28. *And God Blessed them, and God said to them, Bring forth fruit, and multiply and fill the earth, and subdue it, and rule over the fish of the sea, and over the fowl of the heaven, and over every beast that moveth upon the earth.* All association activities are limited to our private association Members and are in the private domain only.

Section 8. We establish this PMA on the land that is generally considered to be New Hampshire State, an independent state of the Nation style by these united States of America, without the United States

Washington D.C. corporation. The PMA is not part of, nor does it associate in any way with THE STATE OF NEW HAMPSHIRE a private for-profit corporation, denoted with a Dun and Bradstreet number #066760232.

Section 9. The founder(s) of Diamond Lures Private Members Association declare and believe that God's Holy Word, the Bible, is the ultimate Law of the Land and the ruling law of We the People and that the Bible, God's Holy Word is recognized as the supreme law of the land of all local, county, state, federal and LOCAL, COUNTY, STATE AND FEDERAL laws as recognized by the 97<sup>th</sup> Congress Joint Resolution; Public Law 97-280 – October 4, 1982

Section 10. The founder(s) of Diamond Lures Private Members Association declare the right to select a spokesperson from our Members who we believe able to provide Members with the highest quality support to maximize their freedoms, rights as living men and women, to successfully build their own private associations, to incorporate successful business practices in all associations or businesses our private Members create, to provide products and services, and to overall improve the quality of each Members private business, their sovereign enjoyment of pastime pleasures, their right to forage and provide for their families and to live a sovereign life and faith in God our Father. Our mission includes but is not limited to offering the following Member benefits and services to our private Members for a special donation agreed upon with the Members.

1. Provide hand crafted wooden fishing lures
2. Empower, build and support the communities in Africa that are working with our PMA as the Founder(s) determine
3. Plant one to one foliage and trees to replace those used to create our fishing lures
4. Providing other goods, products or services that will benefit our Members
5. Provide business growth and development coaching for the people who are creating our lures

*“congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.: (1<sup>st</sup> Amendment of the united States Constitution)*

1. I agree to keep details of the association, including any materials produced for me by the association, or other members details, private, and will not share with anyone outside the organization without explicit written permission from the founder. I agree not to share emails or private conversation with non-members and to respect the privacy of other members. I am free to share the success of my use of the products from the association on social media or otherwise.
  - a. I comprehend that any products or services I may receive as a member of this association are intended to improve or enhance a people’s natural state, to empower their own private members association, to enhance their life, liberty and pursuit of happiness, to enhance their passions, hobbies, and entertainment, to improve the ability to forage and fish for their livelihood and families and to enhance their business in the private and agree to take final responsibility for any use of products or services. I comprehend and accept that I shall do my own due diligence and hold harmless any member or founder of Diamond Lures PMA and that any dispute shall be handled by the founder(s) with final decision for remedy made by the founder(s) and shall be accepted as a settled matter.
2. I agree to pay my one time dues of \$10 and that said dues include the Lifetime Membership and will be credited to the purchase of my first product. I comprehend my Members Agreement includes my immediate family, anyone living under my roof or under my charge.
3. I agree that further products and services beyond what is offered with the members dues will be based on a negotiated donation that will be added in item 12 to this agreement and contract.
4. I comprehend that as a private member of the Diamond Lures Private Members Association I am invoking my united States constitutional rights, specifically the 1st, 4th, 5th, 9th and 10th and the New Hampshire Constitutional rights included in the Bill of Rights Articles 1, 2, 2a, 2b, 4, 5, 10, 19, 22, 23, 30 and 32 and as such take full

- responsibility for my own behavior, such that my actions shall never constitute anything that can be determined to be of a “clear and present danger of a substantial evil.”
5. I comprehend that the Bible is the guide to the articles of association for Diamond Lures Private Ministerial Association. That it is our divine calling in Genesis 1:28 *And God Blessed them, and God said to them, Bring forth fruit, and multiply and fill the earth, and subdue it, and rule over the fish of the sea, and over the fowl of the heaven, and over every beast that moveth upon the earth.* to take dominion of the land, air and water. And that it is our divine right as men and women to contract with and associate with one another as creations of Nature and Nature’s God.
  6. I agree that any disputes I, or those under my members agreement and contract, have will be brought to the attention of the board and founder(s) in a timely manner so that it can be resolved by the board and Founder(s) and that as a Private Member’s Association, we are not subject to litigation nor do outside litigation, courts, attorneys, magistrates or other public servants from the Public domain have any jurisdiction in our Private domain and our Private Member’s Agreement. I comprehend that all disputes will be handled in accordance with God’s Holy word as described in Matthew 18:2 *For where two or three are gathered together in my Name, there am I in the midst of them.* I comprehend the Association is protected by the First and Fourteenth Amendments to the united States Constitution, U.S. Constitution, and it is outside the jurisdiction and authority of the Federal and State; FEDERAL and STATE and local county or municipal Agencies and Authorities concerning any and all complaints or grievances against the Association and any Founder(s), members or other people associated with the Association by designation of the Founder(s). All rights of complaints or grievances shall be settled by the founder(s) or by their designee from the board of directors. Founder(s) and board of directors’ decisions in any dispute shall be considered a matter of settled fact.
  7. I also comprehend that if my actions are not consistent with the values of the organization, I may be asked or told to leave the organization and my Members Agreement would cease to exist.

8. As sovereign, living, breathing, creations of God, we are being called to exercise our rights of life, liberty and the pursuit of happiness, speech, religion, assembly and to contract with other men and women with the same principals and beliefs for the products and services provided by Diamond Lures PMA. I agree this is my responsibility to be aware of these God-given, God-Nature created freedoms and to be versed in the protection afforded me by the united States Founding documents and the Bible, God's Holy word.
9. I comprehend that we are all connected and that our actions affect one another. We strive to encourage and support one another, as a family and community.
10. I comprehend that I or those who are included with me in this member's agreement and contract are responsible for our own outcome from any use of products, results from any counsel, coaching, training, or services provided, received, coached or given whether donation was exchanged for such products and services, or such products, services, counsel and coaching was a gift.
11. I comprehend that I or those included with me in this member's agreement and contract are responsible to do our own due diligence before accepting, using, or implementing any products or services received from Diamond Lures Private Member's Association.
12. **Product or services to be provided by Diamond Lures PMA to member include but may not be limited to: "Products listed on our website or in our catalogue to be exchanged for the minimum suggested donation listed with the product."**
13. A copy of Diamond Lures Private Member's Association Articles of Association is available for members to view. Please email [members@diamondlures.com](mailto:members@diamondlures.com). I acknowledge this has been offered to me and that I accept those articles as created by the founder(s).
14. The terminology used in these articles of organization and members agreements is used solely for clarification of the various usages for Private Member Associations under universal contract law by and between free, spiritually free men and women, creations of nature and Natures God, whose lives and rights derive from God Almighty and unique Covenant of the man and/or woman with the Creator.
15. Any reference within these parchments to the man shall also include the woman and any reference to one people may include many people. This Private Member

Association shall be construed and interpreted in the private and all decisions or disputes will be final as settled by the founders.

16. I comprehend that the elimination of one Item or segment of this Agreement does not eliminate the entirety of the Agreement, but the Agreement will remain as Agreed and Autographed below or digitally accepted.

**Devine Trust**

The Founder(s), Members and Associate Members of Diamond Lures Private Members Association view this Private Members Association as a divine trust from God. All things biblical are a trust. We recognize God as the executor/grantor of this Private Members Association that we have been entrusted. We recognize that we, as Founder(s) are the trustees of that which God has granted to us. We recognize all members of our Private Members Association as the beneficiaries of what God has entrusted us with. Although this Private Members Association is not recorded, created, or structured as a trust; it is that which God has divinely entrusted us with that we desire to be the best stewards possible. We recognize this stewardship not only is for the tangibles gifts that God has entrusted us, but also includes those talents and gifts that He has divinely entrusted to us men and women created in His image and now calls us to serve one another with those same talents and gifts in the private as God designed us to live as free people. It is in accordance with this heart and our Articles of Association that we established Diamond Lures PMA a Private Members Association and by placing your autograph below, the following member(s) do(es) hereby agree for the purposes and aims stated herein and hereby affix their hands and seals in witness whereof, on the date of the autographs below and do jointly agree to this parchment and all expressed on this parchment that we hereby place our seals below.

**Digitally accept on website , or print a hard copy out and email to [members@diamondlures.com](mailto:members@diamondlures.com) for counter autograph.**

If autographing a hard copy:

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**New Member            Seal    Date**

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**Board Member            Seal    Date**

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**Board Member      Seal      Date**