

# Phi Nu Alpha MSS, Inc. Terms of Service

## INTERPRETATION AND DEFINITIONS

**INTERPRETATION.** The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear singular or neutral.

### DEFINITIONS.

**For these Terms of Service:**

**“You”** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

**“PNA”** (referred to as either "Sorority", “Company”, "We", "Us" or "Our" in this Agreement) refers to Phi Nu Alpha Military Spouses Sorority, Inc.

**“Website” or “Site”** refers to [www.phinualpha2020.org](http://www.phinualpha2020.org)

**“Terms of Service”:** means the terms and conditions of Membership and the PNA website set out below.

**“Member”** means the person or company who is named on the Application for Membership form and for whom, following acceptance PNA, PNA has agreed to provide services, by these terms.

## INTRODUCTION

Phi Nu Alpha Military Spouses Sorority, Inc., founded on August 3, 2020, with an objective to promote an everlasting sisterhood, encourage one another, promote the social and moral culture, and to be of service to our military and surrounding communities.

The mission of Phi Nu Alpha Military Spouses Sorority, Inc., is to promote a forever sisterhood for women throughout all Branches of The United States Armed Services regardless of status. Provide support for those entering military life and as well as transitioning out of the military. To give back to the surrounding communities through community service and philanthropic efforts.

## ACKNOWLEDGEMENT

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service. By accessing or using the Service, you agree to be bound by these Terms and Conditions. If you disagree with any part of these Terms and Conditions, then you may not access the Service.

## **MEMBERSHIP**

### **GENERAL.**

#### **As an active member of PNA:**

- Members are to conduct themselves with integrity, love, and respect. Members are to uphold PNA mission statement to promote a forever sisterhood for women throughout all branches of the United States Armed Services regardless of status. Provide support for those entering military life and as well as transitioning out of the military. To give back to the surrounding communities through community service and philanthropic efforts. You acknowledge and understand that public and private behaviors should reflect the values and principles espoused by PNA.
- Members acknowledge and understand that PNA is dedicated to creating a safe space and respects differing opinions and honors transparency.
- Members acknowledge and understand that to remain an active member of PNA sorority, member must provide monthly dues and National dues annually, and adhere to PNA Decorum and protocol as outlined by the Founders and National President.
- Members understand that adhering to everything listed above guarantees that member will remain a member in good standing. Member is dedicated to the growth, betterment, and evolution of Military Affiliated women everywhere.

### **EVENTS.**

Members will receive emails and newsletters about upcoming events with pertinent information, such as access codes, locations, etc. Some events will be paid events, some will be free, and some will be provided for by member's PNA membership dues/fees.

### **CHAPTER TRANSFERS/RELOCATION.**

Transfers or Relocations may only be granted if a chapter is open and available to accept members. Transfers and or Relocations to a different chapter will **ONLY** be approved by the Founders and National President. CHAPTER PRESIDENTS AND CHAPTER VICE PRESIDENTS WILL NOT AND CAN NOT APPROVE MEMBERS TRANSFERS OR RELOCATIONS TO ANOTHER CHAPTERS.

### **MEMBERSHIP FEES & CHARGES.**

**FEES.** Membership fees are required prior to start an intake process for PNA. Upon becoming an active member, members acknowledge that monthly dues are required (National or Chapter level) and National membership dues are required annually to remain financially active. Payment is required upon signing (to activate membership) and upon renewal. Member(s) understand and agree to pay the fees established for Membership to include operation costs,

programming, initiatives, events, etc., as it may be amended in accordance with the Bylaws/Handbook. PNA will inform member(s) on financial status according to selected membership status as tracked by National or Chapter Treasurer.

**AUTOMATIC RENEWAL.** PNA members acknowledge that monthly membership dues (National or Chapter) will be deducted monthly with automatic electronic payment (credit card, debit card, or automatic checking account draft). Monthly membership dues will automatically deduct each month at the same payment terms and billing date established at time of enrollment.

**TRANSACTIONS.** If any transaction processed by PNA is returned from the member's bank as insufficient funds, PNA will make (2) attempts to retrieve payment. Past due monthly membership dues will be incurred as not paid for said month. A \$15 fee will be charged for all insufficient funds, late payments, and returned checks.

**DISPUTES AND FRAUD.** PNA is a membership-based organization in which membership status is based on application process. Any disputes made under false pretense and fraudulent actions will result in immediate cancellation of membership. Pro-rated fee amount will be returned. After two (2) disputes, member account will be flagged, resulting in legal actions on behalf of PNA.

**CHARGEBACKS.** If, at any time, we record a decline, chargeback or other rejection of a charge of any payable Fees on your PNA Membership ("Chargeback"), this will be considered as a breach of your payment obligations hereunder, and your membership may be automatically disabled or terminated.

Your PNA Membership financially status will not change from inactive to active until any and all PNA Membership dues and an applicable fees are paid in full, including any fees and expenses incurred by PNA for each Chargeback received (including Fees for PNA Membership provided prior to the Chargeback, handling and processing charges and fees incurred by the payment processor).

If you have any questions or concerns regarding a payment made to PNA Membership, we encourage and enforce you to contact our National Treasurer before filing a Chargeback or reversal of payment.

We reserve our right to dispute any Chargeback received, including by providing the relevant credit card company or financial institution with any information and documentation proving that the user responsible for such Chargeback did in fact authorize the transaction and make use of the services rendered thereafter.

## CANCELLATIONS AND HOLDS

**CANCELLATION BY MEMBER.** Monthly dues can be canceled at any time. Monthly dues cancellations received within seven (7) days of registration may be eligible to receive a pro-rated refund less service fee. Cancellations received after the stated deadline will not be eligible for a refund.

Annual National membership dues cancellations received within thirty (30) days of registration may be eligible to receive a pro-rated refund less service fee. Cancellations after thirty (30) days of membership status, not to exceed forty-five (45) days may receive a fifty percentage (50%) refund of annual fee. Cancellations received after the stated deadline will not be eligible for a refund.

All national and monthly memberships dues require a minimum of 15 days written notice prior to next billing date to assure cancellation of automatic payments. Cancellation requests submitted within the 15-day billing cycle will result in a final payment drawn from your account on your established auto draft date.

Cancellations should be made via your PNA member portal. In addition:

- All refund requests must be made by the member or credit card holder.
- Refund requests must include the name of the member and/or transaction number.
- Refunds will be credited back to the original credit card or bank account used for payment.

All national and monthly membership dues require a minimum of 30 days written notice prior to next billing date to assure cancellation of automatic payments. Cancellation requests submitted within the 30-day billing cycle will result in a final payment drawn from your account on your established auto draft date. Once final payment has been drawn from your account, member(s) will have 30 days from the last bill date to use the facilities. It is your responsibility to provide written notice 30 days in advance of your next billing date.

**MEMBERSHIP HOLDS.** Member(s) may request their membership on freeze or hold (inactive status), for a period of sixty (60) days (or two calendar month) per calendar year under special circumstances. Approval from PNA Founders, National President and National Treasurer will need to obtain.

Notice of status must be given to PNA via Membership Hold Request Form prior to the first day of the requested hold and will not be issued retroactively. All payments drawn prior to the requested hold will not be refunded. Member(s) will not have dues/fees drawn or fines incurred while in approved inactive status. Upon termination of said membership hold/freeze, monthly dues will resume automatically. All prepaid Members will have memberships extended by the number of frozen months.

## **FORUM AND COMMUNITY RULES**

We reserve the right, but are not obliged, to monitor all matter posted to PNA site(s). We are not responsible or liable for material posted by others. We do, however, reserve the right to edit, refuse to post or to remove matter that in our discretion is objectionable or in violation of these Membership Terms, our policies or applicable law.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be always available. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **Links To Other Web Sites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by PNA. PNA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that PNA shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

## **GOVERNING LAW**

These terms and conditions are governed by and construed in accordance with the laws of Georgia and Virginia, and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

## **REFUSAL, SUSPENSION OR TERMINATION OF MEMBERSHIP**

We may, in our discretion, immediately restrict, suspend, or terminate your membership and access to the Site if we consider you in breach of these Membership Terms, any other Site rules, or applicable law.

We reserve the right to refuse membership in our discretion.

## **CHANGES TO THESE TERMS**

We may revise these terms at any time on notice to you. Continued participation by you as a member shall be deemed acceptance by you of any revised terms and conditions.

## **CONTACT DETAILS AND COMPLAINTS**

If you have any concerns or queries about these terms or your membership or our services, please contact us at [intake.phinualpha2020@gmail.com](mailto:intake.phinualpha2020@gmail.com).

Please direct any complaints you might have in relation to PNA to [Phinualpha2020@gmail.com](mailto:Phinualpha2020@gmail.com).

## **DISCLAIMER**

If you require any more information or have any questions about our site's disclaimer, please feel free to contact us by email at [info@phinualpha2020.org](mailto:info@phinualpha2020.org)

### **Disclaimers for Phi Nu Alpha Military Spouses Sorority, Inc**

All the information on this website - [PhiNuAlpha2020.org](http://PhiNuAlpha2020.org) - is published in good faith and for general information purpose only. Phi Nu Alpha Military Spouses Sorority does not make any warranties about the completeness, reliability, and accuracy of this information. Any action you take upon the information you find on this website (Phi Nu Alpha Military Spouses Sorority, Inc), is strictly at your own risk. Phi Nu Alpha Military Spouses Sorority, Inc. will not be liable for any losses and/or damages in connection with the use of our website. Our Disclaimer was generated with the help of the Disclaimer Generator and the Privacy Policy Generator.

From our website, you can visit other websites by following hyperlinks to such external sites. While we strive to provide only quality links to useful and ethical websites, we have no control over the content and nature of these sites. These links to other websites do not imply a recommendation for all the content found on these sites. Site owners and content may change without notice and may occur before we have the opportunity to remove a link which may have gone 'bad'.

Please be aware that when you leave our website, other sites may have different privacy policies and terms which are beyond our control. Please be sure to check the Privacy Policies of these

sites as well as their "Terms of Membership" before engaging in any business or uploading any information.

### **Consent**

By using our website, you hereby consent to our disclaimer and agree to its terms.

### **Update**

Should we update, amend, or make any changes to this document, those changes will be prominently posted here.