

Updated February 2021

## Eligibility Requirements/Procedures

1. If your organization provides products and/or services that enable American Bankers Association (ABA) member banks to carry out their mission, then you may be eligible for Associate Membership in ABA.
2. Credit unions, financial services trade associations (other than those eligible according to Article II (C) of the ABA Bylaws) and the subsidiaries or affiliates of each are not eligible for Associate Membership in ABA.
3. Any organization not allowed to exhibit at ABA, BAFT, ABASA or other ABA-affiliated entity conference cannot become an Associate Member. ABA, at its option, may deny Associate Membership to any company involved in litigation with ABA or ABA subsidiaries and affiliates, whose company is the subject of a law enforcement or regulatory action, or whose ethical, competitive, or corporate governance practices are deemed inappropriate for membership by ABA at ABA's sole discretion or to any company that has failed to comply with the terms stipulated in any ABA or ABA affiliate agreements including, but not limited to conference and schools online terms and conditions and other mailing list agreements or any other agreement with ABA or whose conduct has violated the standards and eligibility requirements of Associate Membership. If an entity is eligible for ABA bank membership and is not an ABA bank member, then all subsidiaries of that organization are ineligible for ABA Associate Membership.
4. If you are eligible, your completed application for Associate Membership, including payment, must be submitted to the ABA comptroller, who will forward the membership information to the ABA Associate Membership Manager.
5. The manager of ABA's Associate Membership program may submit your application to the ABA Board of Directors or its designee for approval. ABA reserves the right to grant or deny Associate Membership to any company, at its discretion.
6. After your application is approved by ABA, you will receive a "Welcome Letter" and other materials from the Associate Membership Manager.
7. When and where appropriate, at ABA's discretion and choice, ABA will identify and recognize your company as an Associate Member of the American Bankers Association.
8. You may not use the ABA trade name, logo, trademark, service mark or copyright on your order forms, bills or invoices, or use it to promote your products or services. Nor may you claim or infer that Associate Membership implies ABA endorsement of your products or services in any materials, speeches, Web sites, press releases or other media. Use of the ABA name and logo is governed by separate agreement and process and requires the payment of significant additional monies for the privilege. Failure to abide by this requirement may be the basis of immediate termination of Associate Membership without refund or abatement and enforcement by ABA of its trademark and other rights.
9. Associate Members may be able to use the ABA Associate Member collective mark subject to agreement of separate guidelines governing such use. Failure to agree to the guidelines will result in Associate Member being unable to use the designated Associate Member mark. Should the Associate Member violate any term or condition of the guidelines, then use of the Associate Member mark shall immediately cease and may result in the termination of all Associate Membership benefits with no refund of dues previously paid.
10. In existing and future contracts between ABA/ Corporation for American Banking and an Associate Member, the prohibition above against product or service endorsement may be waived by the agreement between the parties.
11. Additional guidelines concerning specific Associate Member benefits will be sent to you once your application is approved. ABA reserves the right to cancel Associate Membership and return a prorated refund of dues at any time. Notwithstanding the foregoing, if you materially breach this agreement, ABA reserves the right to terminate this agreement as well as pursue all other applicable legal and equitable remedies after giving you written notice, and ten (10) days from the date of receipt of the letter to cure all such breaches. In the event of any uncured material breach, your right to a refund is forfeited.
12. Please allow 6-8 weeks, from the time of submitting your completed application to ABA, to begin receiving your complimentary ABA subscriptions.
13. **CODE OF CONDUCT** – Associate Member agrees to comply and to inform its employees, agents, and contractors that they are subject to and will comply with the ABA Vendor Code of Conduct available at <https://www.aba.com/-/media/documents/conferences/vendor-code-conduct.pdf>. Associate Member further agrees and acknowledges that violations of the Code by its employees, agents, or contractors may result in ABA taking action including issuing a written reprimand, removal from an event immediately and without refund, disqualification from further business with ABA, and reporting of the violation to the employer, security and law enforcement.

## Dues Policy

1. ABA Associate Membership dues are annual and are renewable on your anniversary date.
2. When you become an ABA Associate Member, your entire company joins, not individual divisions, sections or groups within your company.
3. Subsidiaries can take advantage of the cost-saving benefits of the parent company's ABA Associate Membership (getting the member rate on ABA publications, conference, schools, etc.), but if the subsidiary wishes to be recognized as an ABA Associate Member (at ABA exhibit shows, etc.), then the subsidiary must enroll separately as an Associate Member. Contributions or gifts to the American Bankers Association are not deductible as charitable contributions.